

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301704

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CREDENTIALICA INC.		02/15/2008	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MICROSOFT CORPORATION		
<b>Street Address:</b>	One Microsoft Way		
<b>City:</b>	Redmond		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98052-6349		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3421298	U-PROVE	
<b>Registration Number:</b>	3416799	U-PROVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2066826031		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2066224900		
<b>Email:</b>	annw@seedip.com		
<b>Correspondent Name:</b>	William O. Ferron, Jr., Seed IP Law		
<b>Address Line 1:</b>	701 Fifth Avenue, Suite 5400		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98104		
<b>ATTORNEY DOCKET NUMBER:</b>	660005.20723-20724		
<b>NAME OF SUBMITTER:</b>	William O. Ferron, Jr.		
<b>SIGNATURE:</b>	/William O. Ferron, Jr./		
<b>DATE SIGNED:</b>	04/16/2014		
<b>Total Attachments: 5</b>			
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<b>TRADEMARK</b>			

OP \$65.00 3421298

## UNITED STATES TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made as of February 15, 2008 by CREDENTICA INC., with its principal place of business at 1010 Sherbrooke Street West, Suite 1800, Montreal, Quebec, H3A 2R7, Canada, ("Assignor") to Microsoft Corporation, with its principal place of business at One Microsoft Way, Redmond, WA 98052-6349, United States of America ("Assignee").

Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks and trademark applications set forth on Exhibit A hereto (the "Trademarks"), together with the goodwill associated with said Trade-marks.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill associated with said Trade-marks.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.
3. Right to Sue for Past Infringement. Assignor also assigns to Assignee all claims for past damages by reason of past infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Assignee's successors, assigns or other legal representatives.

4. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

5. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

[Signature page follows]

IN WITNESS WHEREOF, the parties below have duly executed this United States Trademark Assignment Agreement as of the day and year first above written.

CREDENTIALICA INC.

By: Brands  
Name: Stefan Brands  
Title: president

Before me personally appeared said Stefan Brands and acknowledged the foregoing instrument to be his free act and deed this 15<sup>th</sup> day of February, 2008.

MICROSOFT CORPORATION

Clara Pham

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Before me personally appeared said \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

IN WITNESS WHEREOF, the parties below have duly executed this United States Trademark Assignment Agreement as of the day and year first above written.

CREDENTICA INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Before me personally appeared said \_\_\_\_\_ and acknowledged the foregoing instrument to be his free act and deed this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

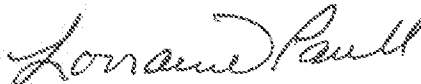
MICROSOFT CORPORATION

By:  \_\_\_\_\_

Name: KEITH R. DOLLIVER

Title: ASSISTANT SECRETARY


Before me personally appeared said Keith R. Dolliver and acknowledged the foregoing instrument to be his free act and deed this 15<sup>th</sup> day of February, 2008.



Lorraine Paull

EXHIBIT A

U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.
1. U-PROVE	77079691
 2. U-PROVE	77079762
3. ID TOKEN	77079598