

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vidooop LLC		01/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Vidooop, Inc.		
Street Address:	265 Santa Helena Suite 105		
City:	Solano Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3671589	IMAGESHIELD	
CORRESPONDENCE DATA			
Fax Number:	8584084422		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8587923446		
Email:	uspto@sandiegoplav.com		
Correspondent Name:	Trevor Coddington		
Address Line 1:	12526 High Bluff Drive, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92130		
ATTORNEY DOCKET NUMBER:	0520-021		
NAME OF SUBMITTER:	Trevor Coddington		
SIGNATURE:	/Trevor Coddington/		
DATE SIGNED:	02/26/2015		
Total Attachments: 9			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is effective as of January 12, 2010.

WHEREAS, Vidoop LLC, an Oklahoma limited liability company ("Assignor") is the owner of the intellectual property set forth on Schedules A, B, and C hereto (collectively referred to as the "IP");

WHEREAS, Assignor has agreed to transfer all of its rights in and to the IP to Vidoop, Inc., a Delaware corporation ("Assignee"), and Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and among the Assignor, Assignee and the other parties thereto dated as of September 22, 2009 ("Purchase Agreement"); and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of Assignor's right, title and interest in and to the IP to Assignee.

NOW, THEREFORE, the parties agree as follows:

Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, the entire right, title and interest, in and to: (i) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof (collectively, "Patents") as listed in Schedule A; (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary information, know how and technology; (iii) all works of authorship, copyrights, mask works, copyright and mask work registrations and applications; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, trademarks and service marks, trademark and service mark registrations and applications (collectively, "Trademarks") as listed on Schedule B; (vi) all databases and data collections (including knowledge databases, customer lists and customer databases); (vii) all rights in Software (as defined in the Purchase Agreement) as listed on Schedule C; (viii) any similar, corresponding or equivalent rights to any of the foregoing; and (ix) all goodwill associated with any of the foregoing, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All IP"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the IP to record this Assignment of Intellectual Property. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark, patent and copyright registrations resulting from applications among the IP or derived therefrom to Assignee as assignee of the entire interest therein.

Assignor agrees to execute further papers and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All IP in the Assignee or which may be necessary to obtain, renew, issue or enforce All IP. This Assignment of Intellectual

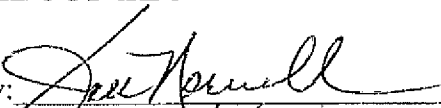
Property shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the above-referenced day and year.

ASSIGNOR:

VIDOOP LLC

By: 
Name: Joe Howell
Title: Manager

ASSIGNEE:

VIDOOP, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the above-referenced day and year.

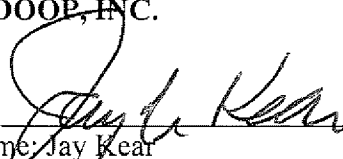
ASSIGNOR:

VIDOOP LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

VIDOOP, INC.

By:  _____
Name: Jay Kear
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

Schedule A

Patents

Status Key: P = Pending, E = Expired, G = Granted, C = Closed, PU = Published, R = Registered


	COUNTRY	TITLE	APPLICATION NO. (PUBLICATION NO.)/ PATENT NO.	Status
1	US – Non-Prov.	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	Serial No: 11/420,061	P
2	PCT	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	US2007/10099 (WO2007/139644)	C
3	US – CIP	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	Serial No: 11/677,562 US2007/0277224	PU
4	Japan	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	JP 2008204424	P
5	Japan	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	2007-162472	P
6	Korea	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	2007-0061768 0812411	G
7	PCT	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	US2008/54592 (WO2008/103834)	PU
8	US – CIP	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	Serial No: 12/035,377 (US2008/0244700)	PU
9	US – Prov	METHODS AND SYSTEMS FOR DELIVERING SPONSORED OUT-OF-BAND PASSWORDS	Serial No: 60/888,312	E
10	PCT	METHODS AND SYSTEMS FOR DELIVERING SPONSORED OUT-OF-BAND PASSWORDS	US2008/53090 (WO2008/098004)	PU
11	US – Prov	METHODS AND APPARATUS FOR QUEUING USER ACTION PRIOR TO AUTHENTICATION	Serial No: 60/915,841	E
12	US – Prov	METHODS AND SYSTEMS FOR MANAGEMENT OF IMAGE-BASED PASSWORD ACCOUNTS	Serial No: 60/973,154	E
13	US – Prov	METHODS AND SYSTEMS FOR AUTOMATED USER-ASSISTED FORM FILING	Serial No: 60/987,006	E
14	US – Prov	METHODS AND SYSTEMS FOR STORING AND USING A PLURALITY OF PASSWORDS	Serial No: 60/973,067	E
15	US – Non-Prov	METHODS AND SYSTEMS FOR MANAGEMENT OF IMAGE-BASED PASSWORD ACCOUNTS	Serial No: 12/212,635	P
16	PCT	METHODS AND SYSTEMS FOR MANAGEMENT OF IMAGE-BASED PASSWORD ACCOUNTS	US2008/76742 (WO2009/039223)	PU
17	US – Non-Prov	METHODS AND SYSTEMS FOR GRAPHICAL SECURITY AUTHENTICATION AND ADVERTISING	Serial No: 12/050,885	P
18	PCT	METHODS AND SYSTEMS FOR GRAPHICAL SECURITY AUTHENTICATION AND ADVERTISING	US2009/37447	P
19	US Prov.	SYSTEM AND METHOD FOR AUTHENTICATING A USER TO A COMPUTER SYSTEM	US 60/888,341	E
20	PCT	SYSTEM AND METHOD FOR AUTHENTICATING A USER TO A COMPUTER SYSTEM	US08/53129	P
21	US Prov	SECURE PASSWORD CACHING	US60/893,001	E
22	PCT	SECURE PASSWORD CACHING	US08/55886	P
23	PCT	METHOD AND APPARATUS FOR QUEUING USER	US08/62435	P

	COUNTRY	TITLE	APPLICATION NO. (PUBLICATION NO.)/ PATENT NO.	Status
		ACTION PRIOR TO AUTHENTICATION		
24	US	IMAGESHIELD DESIGN	29/276,601	E
25	European Patent Office	IMAGESHIELD DESIGN (Two Patents)	762, 125-001 and 762, 125-002	R
26	US Design Patent Office	IMAGESHIELD DESIGN	Serial No: 29/297,154	Filed EPO and Korea (see below)
27	European Patent Office	IMAGE SHIELD DESIGN (Six Patents)	913959-01 through 913959-06	R
28	Korea	IMAGESHIELD DESIGN	2008-18344 Issue Number 519,275	P
29	PCT	SYSTEM AND METHOD FOR AUTOMATED FILLING OF WEB-BASED FORMS	US08/070517	P
30	PCT	METHOD AND SYSTEM FOR STORING AND USING A PLURALITY OF PASSWORDS (PASSWORD SAFE)	US08/76651	P
31	US	GRAPHICAL IMAGE AUTHENTICATION OF CIP	US 12/247,209 Corresponds with PCT/US07/10099	P
32	AU	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	AU 2007/268,223 Corresponds with PCT/US07/10099	P
33	CA	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	CA 2,649,015 Corresponds with PCT/US07/10099	P
34	EP	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	EP 07,776,237.5 Corresponds with PCT/US07/10099	P
35	CN	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	CN 2007/80019042.8 Corresponds with PCT/US07/10099	P
36	US	METHODS AND SYSTEMS FOR PROTECTING WEBSITE FORMS FROM AUTOMATED ACCESS	Serial No: 12/332,266	P

Schedule B

Trademarks

	COUNTRY	NAME	APPLICATION NO. (PUBLICATION NO.)/ SERIAL NO.	Status
1	US	COGNITIVE DECRYPTION	Serial Number: 77245936 Registration Number: 3444225	Current Status: Registered. Date of Status: 2008-06-10
2	US	CONFIDENT	Serial Number: 77428302 Registration Number: 3516309	Current Status: Registered. Date of Status: 2008-10-14
3	US	CONFIDENT TECHNOLOGIES	Serial Number: 77443044 Registration Number: 3520483	Current Status: Registered. Date of Status: 2008-10-21
4	US	IMAGESHIELD	Serial Number: 77423974 Registration Number: 3671589	Current Status: Registered. Date of Status: 2009-08-25
5	International (WIPO) (International extension of US Trademark SN 77423974)	IMAGESHIELD	982 265	Current Status: Registered. Date of Status: 2008-07-21
6	US	design: 	Serial Number: 77508062	Current Status: Abandoned-Failure To Respond Or Late Response Date of Status: 2009-04-27
7	US	MYVIDOOP	Serial Number: 77304270 Registration Number: 3448835	Current Status: Registered. Date of Status: 2008-06-17
8	US	PICTURE YOUR PASSWORD	Serial Number: 77555470	Current Status: Abandoned: No Statement of Use filed after Notice of Allowance was issued. Date of Status: 2009-11-23
9	US	RECOGNITIONAUTH	Serial Number: 77443081	Current Status: Abandoned: No Statement of Use filed after Notice of Allowance was issued. Date of Status: 2009-12-14
10	US	SECURING A WORLD OF INFORMATION	Serial Number: 77021759 Registration Number: 3296299	Current Status: Registered. Date of Status: 2007-09-25

	COUNTRY	NAME	APPLICATION NO. (PUBLICATION NO.)/ SERIAL NO.	Status
11	US	SECURITY AS A SERVICE	Serial Number: 77684809	Current Status: Abandoned-Failure To Respond Or Late Response Date of Status: 2009-12-24
12	US	SECURITY IS THE JOURNEY FROM FEAR	Serial Number: 77442973 Registration Number: 3516377	Current Status: Registered. Date of Status: 2008-10-14
13	US	SOCIAL AS A SERVICE	Serial Number: 77682603	Current Status: Opposition period completed, a Notice of Allowance has been issued. Date of Status: 2009-09-22
14	US	VIDOOP	Serial Number: 78872064 Registration Number: 3297661	Current Status: Registered. Date of Status: 2007-09-25
15	US	VIDOOP SECURE	Serial Number: 78900853 Registration Number: 3227680	Current Status: Registered. Date of Status: 2007-04-10
16	US	VIDOOP LOGO		NOT YET FILED
17	CA	Vidoop ImageShield Design 	Serial Number: 1,423,137	Pending

Schedule C

Software

Any and all computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), design tools and user interfaces, in any form or format, however fixed, including and/or related to the following Transferred Technology (as defined in the Purchase Agreement):

VidoopSecure	A suite of security technologies that are available via RESTful Web APIs. Technologies include the ImageShield, out-of-band PIN delivery via voice and SMS, and one-key login over voice.
myVidoop	myVidoop is a secure identity management tool for the Web. It uses security technologies (in the form of an earlier version of VidoopSecure) to control access to an OpenID provider/password manager/form filler.
VidoopConnect	VidoopConnect is a Web service that makes it easy for Web service providers to easily add support for online identity technologies such as OpenID, Facebook Connect, and others.
EmailToID	A Web service that provides a default EAUT (Email Address to URL Translation) resolution service.
OpenID-in-the-browser	A browser plug-in concept is prototyped with Flock that enables your web browser to help you manage your OpenID (and other authentication technologies) experience as you navigate the Web.

Any software code created by iSoftStone pursuant to that certain Statement of Work/Schedule dated January 19, 2009.

Any and all other Software owned or created by Assignor.