

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EyeLock, Inc.		09/01/2015	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	EYELOCK LLC		
Street Address:	355 Lexington Avenue, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4701108	MYRIS	
Registration Number:	4386340	EYELOCK	
Registration Number:	4394680	EYELOCK	
Registration Number:	4394678		
Registration Number:	4001868	EYESWIPE-NANO	
Registration Number:	3946099	EYELOCK	
Registration Number:	3945820	BIOTAG	
Registration Number:	3760555	IDENTIFICATION IN ANONYMITY	
Registration Number:	3760520	EYENROLL	
Registration Number:	3757165	ENROLLMENT ON THE FLY	
Registration Number:	3757045	SAMBI	
Registration Number:	3638484	EYESWIPE	
Registration Number:	3597821	HCAM	
Registration Number:	3620194	HBOX	
Serial Number:	86331054	EYELOCK ID	
Serial Number:	86395089	NANO NXT	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 4701108

TRADEMARK

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.

Email: mafrank@duanemorris.com
Correspondent Name: Mitchell A. Frank/Duane Morris LLP
Address Line 1: 1540 Broadway
Address Line 4: New York, NEW YORK 10036-4086

ATTORNEY DOCKET NUMBER:	Y2867-00015
NAME OF SUBMITTER:	Mitchell A. Frank
SIGNATURE:	/Mitchell A. Frank/
DATE SIGNED:	09/03/2015

Total Attachments: 6

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ASSIGNMENT OF TRADEMARKS (UNITED STATES)

This Assignment of Trademarks (United States) (the “**Assignment**”), dated effective as of September 1, 2015 (“**Effective Date**”), is entered into by and between EyeLock, Inc., a Puerto Rico corporation with its principal place of business located at 1225 Ponce de Leon Avenue, 11th Floor, Suite 1101, San Juan, Puerto Rico 00907 (“**Assignor**”), and EYELOCK LLC (f/k/a Voxx Security LLC), a Delaware limited liability company, with its principal place of business located at 355 Lexington Ave, 12th Floor, New York, NY 10017 (“**Assignee**” and, together with the Assignor, the “**Parties**”). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

A. Assignor owns all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names covered by the registrations listed on Schedule 1 attached and incorporated by reference hereto (collectively, the “**Trademarks**”), and all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by such Trademarks.

B. The Parties previously entered into an Asset Purchase Agreement, dated as of July 29, 2015, by and among Assignor (and its wholly-owned subsidiary, EyeLock Corporation), and Assignee (and its parent entity, Voxx International Corporation) (as amended from time to time, the “**Purchase Agreement**”), pursuant to which, among other things, Assignee agreed to acquire substantially all of the business of Assignor, including the Trademarks.

C. Effective as of the Effective Date, Assignor desires to transfer, assign and convey to Assignee, all of Assignor’s right, title and interest in and to the Trademarks, on and subject to the terms and conditions set forth herein.

D. In consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Assignment**. Effective as of the Effective Date, Assignor hereby assigns, conveys and transfers to Assignee, its successors and permitted assigns, all of Assignor’s right, title and interest, in and to (a) the Trademarks, including all trademark applications and registrations relating thereto, any common law rights to such Trademarks, the entire business or portion thereof to which the Trademarks pertain, and all goodwill arising from use of and symbolized by such Trademarks, and (b) any other unregistered common law trademarks.

2. **Recordation**. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in the United States and/or in the relevant jurisdictions outside the United States to record and/or register this Assignment.

3. **Further Assurances**. Assignor hereby agrees to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents, declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment,

including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

4. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

5. **Consent to Jurisdiction and Venue.** Each of the Parties hereby irrevocably and unconditionally submits to the exclusive jurisdiction of, and venue in, any state or federal court located in New York, New York for the purposes of any suit, claim, or proceeding arising out of this Assignment, and shall commence any such suit, claim, or proceeding only in such courts. Each of the Parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any suit, claim, or proceeding arising out of this Assignment in such courts, and hereby irrevocably and unconditionally waives and may not plead or claim in any such court that any such suit, claim, or proceeding brought in any such court has been brought in an inconvenient forum.

6. **Effect of Agreement.** This Assignment is subject to all of the terms and conditions of the Purchase Agreement. Nothing contained herein shall be deemed to create any additional obligations, covenants, representations or warranties or to alter, amend, modify, replace, expand or diminish the terms and conditions set forth in the Purchase Agreement; nor does this Assignment expand or enlarge any of the remedies under the Purchase Agreement, including without limitation, any limits on indemnification therein. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control in all respects.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of one or more signatures to this Assignment by facsimile or email (in PDF or similar electronic file format) shall be deemed adequate delivery for all purposes hereof.

8. **Notices.** All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 10.02 of the Purchase Agreement.

9. **Binding Effect; Assignment.** This Assignment and the respective rights, covenants, conditions and obligations of the Parties and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the Parties and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.

10. **Modification and Waiver.** None of the provisions of this Assignment may be waived, changed or altered except in a writing executed by each of the Parties.

11. **Section Titles**. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[Signature Page Follows.]

The undersigned enters into this Assignment as of the Effective Date set forth above.

ASSIGNOR:

EYELOCK, INC.

By: 

Name: James Demitrius

Title: Chief Executive Officer

The undersigned enters into this Assignment as of the Effective Date set forth above.

ASSIGNEE:

EYELOCK LLC

By: VOXX INTERNATIONAL
CORPORATION, its Member




By: 

Name: Charles M. Stoehr
Title: Senior Vice President and
Chief Financial Officer

[Signature Page to Assignment of Trademarks (United States)]

TRADEMARK
REEL: 005615 FRAME: 0744

**SCHEDULE 1
THE TRADEMARKS**

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date
United States	MYRIS	86157871	January 6, 2014	4701108	March 10, 2015
United States	EYELOCK	85564104	March 8, 2012	4386340	August 20, 2013
United States		85564947	March 9, 2012	4394680	September 3, 2013
United States		85564402	March 8, 2012	4394678	September 3, 2013
United States	EYESWIPE-NANO	85188504	December 1, 2010	4001868	July 26, 2011
United States	EYELOCK	85012052	April 12, 2010	3946099	April 12, 2011
United States	BIOTAG	77936370	February 16, 2010	3945820	April 12, 2011
United States	IDENTIFICATION IN ANONYMITY	77784609	July 20, 2009	3760555	March 16, 2010
United States	EYENROLL	77781418	July 15, 2009	3760520	March 16, 2010
United States	ENROLLMENT ON THE FLY	77779645	July 13, 2009	3757165	March 9, 2010
United States	SAMBI	77759375	June 15, 2009	3757045	March 9, 2010
United States	EYESWIPE	77598751	October 23, 2008	3638484	June 16, 2009
United States	HCAM	77523819	July 16, 2008	3597821	March 31, 2009
United States		77312363	October 24, 2007	3620194	May 12, 2009
United States	EYELOCK ID	86/331054	July 8, 2014		
United States	NANO NXT	86/395089	September 15, 2014		