

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396099

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENCAP AS		08/09/2016	Corporation: NORWAY
RECEIVING PARTY DATA			
Name:	ALLCLEAR ID, INC.		
Street Address:	823 Congress Ave.		
Internal Address:	Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86546732	ENCAP	
CORRESPONDENCE DATA			
Fax Number:	5124578008		
<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:	5124578000		
Email:	alundsten@dbcllp.com		
Correspondent Name:	DuBois, Bryant & Campbell LLP		
Address Line 1:	303 Colorado Street		
Address Line 2:	Suite 2300		
Address Line 4:	Austin, TEXAS 78701		
NAME OF SUBMITTER:	Ashley Lundsten		
SIGNATURE:	/Ashley Lundsten/		
DATE SIGNED:	08/23/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Assignment is effective as of the 9th day of August, 2016, by and between ENCAP AS a corporation organized under the laws of Norway (“Assignor”), and AllClear ID, Inc., a corporation organized under the laws of the State of Delaware (“Assignee”)

WITNESSETH:

WHEREAS, the Assignor is the owner of any and all rights associated with the mark for ENCAP, US Application No. 86,546,732 (the “Mark”), including, without limitation, any and all common law rights derived through the Assignor’s use of the Mark, rights associated with any state or federal applications to register the Mark, and any copyrights, trade dress rights, and other intellectual property rights acquired by the Assignor through the Assignor’s use of the Mark; and

WHEREAS, Assignee is desirous to acquire all right, title and interest, and any and all good will associated therewith, in the Mark.

NOW, THEREFORE, in consideration of monies and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, and transfers unto Assignee, its successors, assigns, and legal representatives, the full and exclusive worldwide right, title, and interest in and to any and all rights associated with the Mark, including, without limitation:

the common law trademark rights associated with the Mark, any and all state trademark applications associated with the Mark, any and all United States trademark applications associated with the Mark, and any foreign trademark rights associated with the Mark, including the goodwill embodied with the Mark, any and all stylized and typed versions of the Mark, the right to obtain further trademark registrations related thereto, the right to all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the said Mark and the right to sue for infringements and past infringements thereof; and

any and all trade dress rights associated with the packaging and advertising of products used in connection with the Mark and all rights corresponding thereto throughout the world, including the right to sue for infringement of these trade dress rights, and including any and all past infringements and damages resulting therefrom.

1. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Mark is properly assigned to Assignee, or any assignee or successor thereto.

2. Successors and Assigns. In the case of any assignment or transfer of or under this Assignment, this Assignment or the relevant provisions shall be binding upon, and inure to the benefit to the successors, executors, heirs, representatives, administrators, and assigns of the parties hereto.

3. Severability. Every provision in this Assignment in intended to be severable. If any

term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Assignment.

4. Waiver of Breach. A party's waiver of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Assignment.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered thereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to its conflicts of law principles.

6. Notice. Any notices to be given by any party shall be in writing, shall refer specifically to this Assignment, and shall be either delivered personally or sent by certified or registered mail or by courier or overnight delivery service, postage or delivery charges pre-paid, to the relevant address set forth above.

7. Entire Agreement; Amendment. This Assignment contains the entire agreement between the parties relating to the subject matter of the Assignment. No representations, promises, understandings or agreements exist other than as set forth herein. The parties may amend this Assignment only by both parties executing a written amendment and separate agreement.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

Signature page follows.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the effective date.

ENCAP AS

By: 

Name: FLORIS BOSTEM JØRGENSEN

Title: CEO

ALLCLEAR ID, INC.

By: 

Name: JAMES "BO" HOLLAND

Title: CEO

TRADEMARK ASSIGNMENT

SIGNATURE PAGE

URS CORPORATION/
CRYSTATECH, INC.