

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401208

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF 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>    |
| GIESECKE & DEVRIENT AMERICA, INC.   |  | 10/01/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | GIESECKE & DEVRIENT MOBILE SECURITY AMERICA, INC.  |                       |                       |
| <b>Street Address:</b>  | 45925 Horseshoe Drive                              |                       |                       |
| <b>City:</b>  | Dulles   |                       |                       |
| <b>State/Country:</b>   | VIRGINIA   |                       |                       |
| <b>Postal Code:</b>   | 20166-6588   |                       |                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>   | 86595684   | GRAVITY CARD          |                       |
| <b>Serial Number:</b>   | 86595623   | GRAVITY               |                       |
| <b>Registration Number:</b>   | 2755199  | FULL FACE FOIL        |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2028428465   |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 202-842-8800                                       |                       |                       |
| <b>Email:</b>   | dctrademarks@dbr.com                               |                       |                       |
| <b>Correspondent Name:</b>  | Tore T. DeBella                                    |                       |                       |
| <b>Address Line 1:</b>  | 1500 K Street, NW                                  |                       |                       |
| <b>Address Line 2:</b>  | Drinker Biddle & Reath LLP, Suite 1100             |                       |                       |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                             |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 251184   |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Joelle Zajk  |                       |                       |
| <b>SIGNATURE:</b>   | /joellezajk/                                       |                       |                       |
| <b>DATE SIGNED:</b>   | 10/06/2016   |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |
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## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "IP Assignment"), dated as of October 1, 2016 is made and entered into by and between Giesecke & Devrient Mobile Security America, Inc., a Delaware corporation ("GDMSAI") and Giesecke & Devrient America, Inc., a Delaware corporation ("GDAI").

**WHEREAS**, in connection with the internal reorganization of the Giesecke & Devrient group, GDAI has contributed and transferred (the "Contribution") to GDMSAI, an affiliate of GDAI, all of GDAI's right, title and interest in and to all of the assets and property used or held for use in connection with (a) GDAI's mobile security business (the "Business"), and (b) certain services functions to be provided by GDMSAI to GDAI from and after the Contribution, including, without limitation, in the case of (a) and (b) above, all of the intellectual property used or held for use in connection therewith (the "Assigned IP"); and

**WHEREAS**, GDMSAI and GDAI (hereinafter, collectively the "Parties", or each, individually, a "Party") desire to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office and the United States Copyright Office, as applicable.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. GDAI hereby irrevocably conveys, transfers, and assigns to GDMSAI, and GDMSAI hereby accepts, all of GDAI's right, title, and interest in and to the Assigned IP, including, without limitation, all patents (including design patents, industrial designs and utility models) and patent applications (including related docketed patent disclosures awaiting filing, provisional applications, priority applications, reissues, divisions, continuations-in-part and extensions), patent disclosures awaiting filing and determination, inventions and improvements thereto; trademarks, service marks, trade names, trade dress, logos, business and product names, slogans (collectively, the "Trademarks"), registrations and applications therefor, and the goodwill of the business symbolized thereby, including the portion of the business to which the Trademarks pertain; copyrights (including without limitation for all software) and applications and registrations therefor as well as any unregistered works; all inventions, processes, designs, formulae, trade secrets, proprietary information, know-how, industrial models, confidential and technical information, software systems and architecture, licensed software (to the extent allowable), enterprise software, proprietary software, automation systems, electronic business processes and other electronic software systems used to operate the Business and all technical documentation necessary to operate, maintain and use all software and systems, software code including object and source code, information technology, data base schematics, manufacturing, engineering and technical drawings, product specifications, confidential Business information, customer lists, and other data and proprietary materials; all copies and tangible embodiments thereof (in whatever form or medium, including without limitation in electronic media) relating to or used or held for use in connection with the Business, and other intellectual property relating to the Business including all such property listed in Schedule A hereto, all rights to register and renew, all common law rights thereto, all applications or registrations therefor, all proceeds

thereof including without limitation royalties and licensing fees, and all rights to sue, bring actions for, recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses thereof.

2. Recordation and Further Actions. GDAI hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, as applicable, to record and register this IP Assignment upon request by GDMSAI. Following the date hereof, upon GDMSAI's reasonable request and at GDMSAI's sole cost and expense, GDAI shall take such steps and actions, and provide such cooperation and assistance to GDMSAI and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to GDMSAI or any assignee or successor thereto.

3. Miscellaneous.

3.1 Headings. The headings in this IP Assignment are for reference only and shall not affect the interpretation of this IP Assignment.

3.2 Counterparts. This IP 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

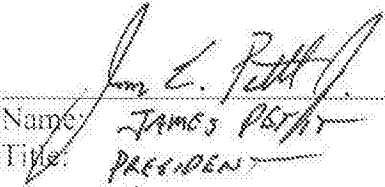
3.3 Governing Law. This IP Assignment, including all exhibits, schedules, attachments and appendices attached to this IP Assignment, and all matters arising out of or relating to this IP Assignment, are governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

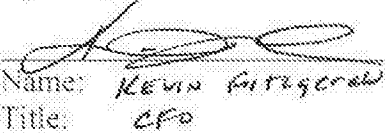
3.4 Successor and Assigns. This IP Assignment is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.

*[Signature page follows.]*

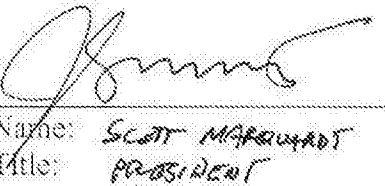
IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed and effective as of the date first written above.

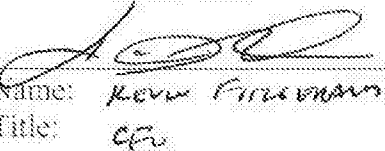
Giesecke & Devrient America, Inc.

By:   
Name: JAMES PELTZ  
Title: PRESIDENT

By:   
Name: KEVIN FITZGERALD  
Title: CFO

Giesecke & Devrient Mobile Security America, Inc.

By:   
Name: SCOT MARQUARDT  
Title: PRESIDENT

By:   
Name: KEVIN FITZGERALD  
Title: CFO

Schedule A: Assigned IP

(1) U.S. Patents

(a) 6,644,551

(b) 8,955,755

(c) 9,147,147

(d) 9,414,181

(2) U.S. Patent Applications

(a) 14/023,175

(b) 14/693,073

(c) 14/693,101

(d) 14/635,543

(e) 14/301,858

(f) 15/023,985

(g) 15/236,772

(h) 62/331,887

(i) 62/356,446

(3) International Patent Applications

(a) PCT/US15/018385

(b) PCT/US15/049454

(c) PCT/US16/018739

(d) PCT/US16/025254

(e) PCT/US16/025277

(f) PCT/US16/037138

(4) Trademarks

(a) GRAVITY CARD, U.S. App. Ser. No. 86/595,684

(b) GRAVITY, U.S. App. Ser. No. 86/595,623

(c) FULL FACE FOIL, U.S. Reg. No. 2,755,199

(5) Licenses

See list of Customer Agreements and Licenses, as attached as Clause 5 of Schedule 4 to Exhibit A of the GDAI Board Resolution dated October 1, 2016.