

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SureID, Inc.		10/19/2017	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	STS SID LLC		
Street Address:	1 State Street Plaza		
Internal Address:	24th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	86355532	SUREID	
Serial Number:	86391370	SUREID	
Serial Number:	76067972	EID	
Serial Number:	76424942	EID ACCESS	
Serial Number:	76424943	EID ACCESS	
Serial Number:	78282465	EID PASSPORT	
Serial Number:	87005156	WHEN TRUST IS ESSENTIAL, SO ARE WE.	
Serial Number:	86965424	SUREID	
Serial Number:	86965415	SUREID	
Serial Number:	86965308	SUREID	
Serial Number:	86965296	SUREID	
Serial Number:	78282464	EID PASSPORT	
CORRESPONDENCE DATA			
Fax Number:	2128594000		
<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:	2128598000		
Email:	alana.berrocal@friedfrank.com		

CH \$315.00 86355532

Correspondent Name: Alana Berrocal
Address Line 1: 1 New York Plaza
Address Line 2: 26th Floor
Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER: 2607-8 [07565]

NAME OF SUBMITTER: Alana Berrocal

SIGNATURE: /Alana Berrocal/

DATE SIGNED: 10/23/2017

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment"), effective as of October 19, 2017, is entered into by and between SureID, Inc., an Oregon corporation (the "Assignor"), and STS SID LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, the Assignor is the owner of those certain patents and patent applications identified on Schedule A attached hereto (the "Assigned Patents"); those certain trademark registrations and applications identified on Schedule B attached hereto (the "Assigned Trademarks"); those certain copyright registrations and applications identified on Schedule C attached hereto (the "Assigned Copyrights"); and those certain internet domain name registrations identified on Schedule D attached hereto (the "Assigned Domain Names" and, together with the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights, the "Assigned Intellectual Property");

WHEREAS, pursuant to that certain Asset Purchase and Sale Agreement, dated as of October 19, 2017 (as amended from time to time, the "Purchase Agreement"), the Assignor has agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire, all of the Assignor's right, title and interest in, to and under the Assets (as defined in the Purchase Agreement), including the Assigned Intellectual Property; and

WHEREAS, the Assignor now desires to carry out the intent and purposes of the Purchase Agreement, this Assignment is being executed to evidence the sale, transfer, assignment, conveyance and delivery of the Assignor's right, title and interest in, to and under the Assigned Intellectual Property pursuant to the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Assignor and the Assignee hereby agree as follows:

1. Definitions. Terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Conveyance and Acceptance of Assigned Patents. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires, all of the Assignor's right, title and interest in, to and under the Assigned Patents, any and all patents or patent applications that claim priority to the Assigned Patents, including continuations, divisions, continuations-in-part, reissues and reexaminations thereof, all rights of action pertaining to the Assigned Patents, including the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Assigned Patents and of this Assignment, the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Patents and the right to claim priority, file foreign counterparts and make applications for reissue and reexamination with respect to any of the Assigned Patents.

3. Conveyance and Acceptance of Assigned Trademarks. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires, all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, the goodwill of the business connected with the use of and symbolized by the Assigned

Trademarks, the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Assigned Trademarks and of this Assignment and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Trademarks.

4. Conveyance and Acceptance of Assigned Copyrights. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires, all of the Assignor's right, title and interest in, to and under the Assigned Copyrights, the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Assigned Copyrights and of this Assignment and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Copyrights.

5. Conveyance and Acceptance of Assigned Domain Names. The Assignor hereby sells, transfers, assigns, conveys and delivers to the Assignee, and the Assignee hereby purchases and acquires, all of the Assignor's right, title and interest in, to and under the Assigned Domain Names, the goodwill of the business connected with the use of and symbolized by the Assigned Domain Names, the right to sue and recover for past, present and future infringement thereof, the right to secure registration of the Assigned Domain Names and of this Assignment and the right to initiate other proceedings before all Governmental Authorities with respect to the Assigned Domain Names.

6. Recordation.

a. Authorization. The Assignor hereby authorizes and requests that the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other sovereign official holding a corresponding position of authority in any other state or country record this Assignment. The Assignor will, at the Assignee's request, take any and all reasonable actions, including the execution, acknowledgment and delivery of any and all documents, that the Assignee may reasonably request to record and perfect the Assignee's interest in and to the Assigned Patents, the Assigned Trademarks and the Assigned Copyrights.

b. Domain Names. The Assignor hereby acknowledges and agrees that each internet domain name registrar (the "Registering Authority") of the Assigned Domain Names is authorized to transfer and record in the name of the Assignee ownership of and administrative contact for all of the Assigned Domain Names. The Assignor will, at the Assignee's request, take any and all reasonable actions, including the execution, acknowledgment and delivery of any and all documents, that the Assignee may reasonably request to record and perfect the Assignee's interest in and to the Assigned Domain Names. Without limiting the foregoing, at the Assignee's request, the Assignor will cooperate with the Assignee to (i) complete any registrant name change agreement or other form required by any applicable Registering Authority to effect or record the assignment contemplated by this Assignment; (ii) submit those registrant name change agreements or other forms to the Registering Authority in accordance with the Registering Authority's policies and rules; and (iii) take any further actions required by the Registering Authority's policies and rules to transfer the Assigned Domain Names to the Assignee.

7. Governing Law. This Assignment shall in all respects be governed by, and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

8. Counterparts. This Assignment may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

9. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, the sale, transfer and assignment effectuated hereby is subject in all respects to the terms and conditions of the Purchase Agreement, including, but not limited to, the Assignor’s and the Assignee’s representations, warranties, covenants, agreements and indemnities therein, and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the Assignee or the Assignor, as set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern, supersede and prevail.

10. Amendment; Modification. Neither this Assignment nor any of the terms hereof may be terminated, amended, supplemented or modified orally, but only by an instrument in writing signed by the Assignor and the Assignee.

11. Headings. The headings in this Assignment are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Assignment or any provision thereof.

12. Jurisdiction; Court Proceeding; Waiver of Jury Trial. Any Litigation against any party to this Assignment arising out of or in any way relating to this Assignment shall be brought in any federal or state court located in the State of Delaware in New Castle County and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such Litigation; provided, that a final judgment in any such Litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Each party irrevocably and unconditionally agrees not to assert (a) any objection which it may ever have to the laying of venue of any such Litigation in any federal or state court located in the State of Delaware in New Castle County, (b) any claim that any such Litigation brought in any such court has been brought in an inconvenient forum and (c) any claim that such court does not have jurisdiction with respect to such Litigation. To the extent that service of process by mail is permitted by applicable Law, each party irrevocably consents to the service of process in any such Litigation in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for in the Purchase Agreement. **EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY AND AGREES THAT EITHER OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE**

PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY LITIGATION.

13. No Third Party Beneficiaries. The terms of this Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns under the Purchase Agreement. Nothing in this Assignment, whether express or implied, shall be construed to give any Person (other than the parties hereto and their respective legal representatives, successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein, as a third party beneficiary or otherwise.

14. Further Assurances. Each party hereto shall do and perform, or cause to be done and performed, all such further acts and things and shall execute and deliver, or cause to be executed and delivered, all such other agreements, certificates, instruments and documents as the other party hereto may reasonably request in order to carry out and accomplish the purpose of this Assignment and all actions contemplated hereby.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

SUREID, INC.

DocuSigned by:
By *James Robell*
Name: 854C875A84C5... James Robell
Title: President & CEO

ASSIGNEE:

STS SID LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment as of the date first set forth above.

ASSIGNOR:

SUREID, INC.

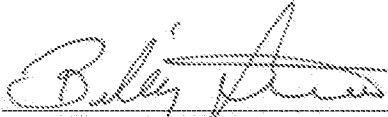
By: _____

Name:

Title:

ASSIGNEE:

STS SID LLC

By:  _____

Name: Billy Goldstein

Title: Vice President

SCHEDULE B
ASSIGNED TRADEMARKS

MARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE	COUNTRY
SUREID	86/355,532	4847191	11/3/2015	United States
SUREID (Design)	86/391,370	4856612	11/17/2015	United States
SUREID & Design	2016053526	288748	09/09/2016	Norway
SUREID & Design	14022628	14022628	09/08/2015	European Union
EID	76067972	2689055	2/18/2003	United States
EID ACCESS and Design	76424942	2883586	9/14/2004	United States
EID ACCESS	76424943	2883587	9/14/2004	United States
EID PASSPORT and Design	78282464	2980776	8/2/2005	United States
EID PASSPORT	78282465	2980777	8/2/2005	United States
WHEN TRUST IS ESSENTIAL, SO ARE WE.	87005156	Pending	Pending	United States
SUREID & Design	86965424	Pending	Pending	United States
SUREID & Design	86965415	Pending	Pending	United States
SUREID & Design	86965308	Pending	Pending	United States
SUREID	86965296	Pending	Pending	United States

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