OP \$90.00 4690068

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM547198

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIKEY TECHNOLOGIES INC.		07/31/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	Western Alliance Bank	
Street Address:	2700 W. Sahara Avenue	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89102	
Entity Type:	Corporation: ARIZONA	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4690068	TOUCH-TO-OPEN
Registration Number:	4942139	UNIKEY
Registration Number:	5438693	INSIDE/OUTSIDE INTELLIGENCE

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	10/30/2019

Total Attachments: 8 source=IP Filing#page1.tif source=IP Filing#page2.tif

TRADEMARK REEL: 006782 FRAME: 0667

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	ORM COVER SHEET IRKS ONLY				
To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.					
Name of conveying party(ies)/Execution Date(s):	2. Name and address of receiving party(ies)				
UNIKEY TECHNOLOGIES INC.	Additional names, addresses, or citizenship attached?				
	Name: Western Alliance Bank				
☐ Individual(s) ☐ Association	Internal Address:				
☐General Partnership ☐Limited Partnership	Street Address: 2700 W. Sahara Avenue				
Limited Liability Company	City: <u>Las Vegas</u>				
Citizenship: <u>FL</u>	State: NV				
Execution Date(s): July 31, 2019	Country: <u>USA</u> Zip: 89102				
Additional names of conveying parties attached? ☐Yes ⊠No					
	Association Citizenship:				
3. Nature of conveyance:	☐ General Partnership Citizenship:				
☐ Assignment ☐ Merger	☐ Limited Partnership Citizenship:				
☐ Security Agreement ☐ Change of Name	☑ Corporation Citizenship: <u>AZ</u>				
Other:	Other Citizenship:				
	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)				
4. Application number(s) or registration number(s) and ident	fication or description of the Trademark.				
A. Trademark Application No.(s) See Attached Exhibit B	B. Trademark Registration No.(s) See Attached Exhibit B				
C. Identification or Description of Trademark(s) (and Filing Date if	Additional sheet(s) attached? ⊠ Yes □No Application or Registration Number is unknown)				
5. Name address of party to whom correspondence concerning document should be mailed: Name: Syed Humza Moinuddin	Total number of applications and registrations involved: 3				
Internal Address: Otterbourg P.C.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card				
Street Address: 230 Park Avenue	Authorized to be charged to deposit account				
City: New York	☐ Enclosed				
State: <u>NY</u> Zip: <u>10169</u>	8. Payment Information:				
Phone Number: 212-905-3719	a. Credit Card Last 4 Numbers				
	Expiration Date b. Deposit Account Number				
Fax Number:	Authorized User Name:				
Email Address: hmoinuddin@otterbourg.com	Additional Osci. Native.				
9. Signature: Signature Syed Humza Moinuddin	October 2\$ 2019 Date Total number of pages including cover sheet, attachments, and document: 8				

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and UNIKEY TECHNOLOGIES INC., a Florida corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Bank a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
 - (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. GRANTOR: BANK: UNIKEY TECHNOLOGIES INC., WESTERN ALLIANCE BANK. a Florida corporation an Arizona corporation By: -----Name: Phil Dumas Name: Title: President and Chief Executive Officer Title: Address for Notices: Address for Notices: UniKey Technologies Inc. Attn: Note Department 111 West Jefferson Street, Suite 100 55 Almaden Boulevard, Suite 100 Orlando, FL 32801 San Jose, California 95113

Tel: (408) 556-6501 Fax:(408) 282-1681

Attn: Phil Dunias

[Signature page to IP Security Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above. BANK: GRANTOR: WESTERN ALLIANCE BANK, UNIKEY TECHNOLOGIES INC., a Florida corporation an Arizona corporation By: Name: DAN WAGNES Name: Phil Dumas AVP Title: President and Chief Executive Officer Title: Address for Notices: Address for Notices: Attn: Note Department UniKey Technologies Inc. 111 West Jefferson Street, Suite 100 55 Almaden Boulevard, Suite 100 Orlando, FL 32801 San Jose, California 95113 Attn: Phil Dumas Tel: (408) 556-6501

Fax:(408) 282-1681

[Signature page to IP Security Agreement]

EXHIBIT A

COPYRIGHTS

Please Check If No Copyrights Exist

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre:: registered?

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(Signature page to IP Security Agreement)

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist D

Mark / Ti	le:	U.S. Serial Number:	U.S. Registration Number:	USPTO Reference Number:	Filing Date:
TOUCH- OPEN	O-	85923326	4690068		5/3/13
UNIKEY		86376187	4942139		8/25/14
INSIDE/C SIDE INTELLIG CE		86828683	5438693		11/23/15
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[Signature page to IP Security Agreement]

EXHIBIT C

PATENTS

Please Check if No Patents Exist II

Inte:	Patent Number:	Application Serial Number:	Issued or Published?	Issue Date:
Wireless Access Control System	U59057210	13/734,671	Published	6/16/16
Plugin device determines when remote access device is within range	US9196104	13/654,132	Published	11/24/15
Two orthogonal antennas arranged to determine if mobile device is on the inside or outside of door.	US9218696	14/681,243	Published	12/22/15
Determine if device is within 2 ranges, one close one far	US9336637	13/415,365	Published	5/10/16
Geo-Fencing and Accelerometer detection	US9378598	14/681,263	Published	6/28/16
Remote Access Wireless Device Generated Magnetic Field Based Unlocking	US9501880	14/971,308	Published	11/22/16
Lock Assembly Generated Magnetic Field Based Utblocking	U\$9501883	14/971,264	Published	11/22/16
Door Position Based Lock Switching (autolock after TTO, door open/close, and user on inside; no autolock if door open or if user on	US952460)	14/981,093	Published	12/20/16

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outside after door				***************************************	***
closes)					
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Authentication					
Closed Door Position	US9697658	14/981,151	West Fox and		
and	a diameter of the second	170 202,133	Published	7/4/17	
Interior Area Remote					
Access Wireless					
Communications					
Device					
based Lock Switching					
Closed Door Position	i mononeza				••••
ami	US9697661	14/981,200	Published	7/4/17	
Exterior Area Remote					
Access Wireless					
Communication Device					
Based Lock Switching					
(autolock after manual					
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open/close					****
and user determined to					*****
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on outside)					
Wireless access control	US9721413	15/383,594	Published	8/1/17	~~
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automatic calibration					1
mode					-
and including door					
position					-
based lock switching					į
and					1
related methods					-
Proximity Based Lock	US9852561	14/714,694	Published	12/26/17	4
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Magnetic					-
Field Based Unlocking					-
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Unlocking					***************************************
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