

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547198

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		
<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:	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			
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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registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including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]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

UNIKEY TECHNOLOGIES INC.,
a Florida corporation

By:  _____

Name: Phil Dumas

Title: President and Chief Executive Officer

Address for Notices:

UniKey Technologies Inc.
111 West Jefferson Street, Suite 100
Orlando, FL 32801
Attn: Phil Dumas

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 536-6501
Fax: (408) 282-1681

[Signature page to IP Security Agreement]

TRADEMARK
REEL: 006782 FRAME: 0671

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

UNIKEY TECHNOLOGIES INC.,
a Florida corporation

By: _____

Name: Phil Dumas

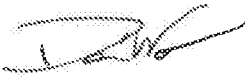
Title: President and Chief Executive Officer

Address for Notices:

UniKey Technologies Inc.
111 West Jefferson Street, Suite 100
Orlando, FL 32801
Attn: Phil Dumas

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By:  _____

Name: DAN WAGNER

Title: AVP

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature page to IP Security Agreement]

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Wireless Access Control System	US9057210	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 Unlocking	US9501883	14/971,264	Published	11/22/16
Door Position Based Lock Switching (autolock after TFO, door open/close, and user on inside; no autolock if door open or if user on	US9524601	14/981,093	Published	12/20/16

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outside after door closes)				
11/Door Position Based Pre-Authentication	US9613478	14/714,612	Published	4/4/17
Closed Door Position and Interior Area Remote Access Wireless Communications Device based Lock Switching	US9697658	14/981,151	Published	7/4/17
Closed Door Position and Exterior Area Remote Access Wireless Communication Device Based Lock Switching (autolock after manual unlock, door open/close, and user determined to be on outside)	US9697661	14/981,200	Published	7/4/17
Wireless access control system operating in automatic calibration mode and including door position based lock switching and related methods	US9721413	15/383,594	Published	8/1/17
Proximity Based Lock Disabling (based on interior proximity sensor such as IR)	US9852561	14/714,694	Published	12/26/17
Cnt of Remote Access Lock Device Generated Magnetic Field Based Unlocking	US9972151	15/357,930	Published	5/15/18
Cnt of Remote Access Wireless Device Generated Magnetic Field Based Unlocking	US9978195	15/357,940	Published	5/22/18

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