

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354412

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EYELOCK LLC		09/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	VOXX INTERNATIONAL CORPORATION		
Street Address:	180 Marcus Blvd.		
City:	Hauppauge		
State/Country:	NEW YORK		
Postal Code:	11788		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4701108	MYRIS	
Registration Number:	4386340	EYELOCK	
Registration Number:	4394680	EYELOCK	
Registration Number:	4394678		
Registration Number:	4001868	EYESWIPE-NANO	
Registration Number:	3946099	EYELOCK	
Registration Number:	3945820	BIOTAG	
Registration Number:	3760555	IDENTIFICATION IN ANONYMITY	
Registration Number:	3760520	EYENROLL	
Registration Number:	3757165	ENROLLMENT ON THE FLY	
Registration Number:	3757045	SAMBI	
Registration Number:	3638484	EYESWIPE	
Registration Number:	3597821	HCAM	
Registration Number:	3620194	HBOX	
Serial Number:	86331054	EYELOCK ID	
Serial Number:	86395089	NANO NXT	
CORRESPONDENCE DATA			
Fax Number:			

CH \$415.00 4701108

TRADEMARK

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.

Email: mafrank@duanemorris.com
Correspondent Name: Mitchell A. Frank/Duane Morris LLP
Address Line 1: 1540 Broadway
Address Line 4: New York, NEW YORK 10036-4086

ATTORNEY DOCKET NUMBER:	Y2867-00015
NAME OF SUBMITTER:	Mitchell A. Frank
SIGNATURE:	/Mitchell A. Frank/
DATE SIGNED:	09/09/2015

Total Attachments: 17
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of September 1, 2015, is made by and among EYELOCK LLC, a Delaware limited liability company (the "**Grantor**") in favor of VOXX INTERNATIONAL CORPORATION, a Delaware corporation (the "**Secured Party**").

RECITALS

WHEREAS, the Grantor has entered into a Loan Agreement dated as of July 29, 2015 (the "**Loan Agreement**"), with the Secured Party.

WHEREAS, as a condition precedent to the making of loans by the Secured Party under the Loan Agreement, Grantor has executed and delivered to the Secured Party that certain Security Agreement of even date herewith, made by the Grantor and the Secured Party (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Secured Party as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title and interest of Grantor in, to and under the following (the "**IP Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademarks covered by the trademark registrations and applications set forth in Schedule 2 hereto, together with such registrations and applications, the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**");

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(f) any other unregistered common law trademarks and any other unregistered copyrights; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to

this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

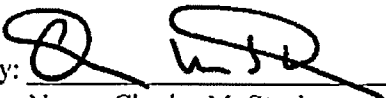
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

EYELOCK LLC

By: VOXX INTERNATIONAL
CORPORATION, its Member

By: 

Name: Charles M. Stochr


Title: Senior Vice President and
Chief Financial Officer

Address for Notices:

AGREED TO AND ACCEPTED:

SECURED PARTY:

VOXX INTERNATIONAL
CORPORATION

By: 

Name: Charles M. Stochr

Title: Senior Vice President and
Chief Financial Officer

Address for Notices:

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005618 FRAME: 0962

SCHEDULE 1

PATENTS AND PATENT APPLICATIONS

Matter Title	Application Number / Filing Date	Pat./Reg. No. / Issue Date	Country	Status	Owner
APPARATUS AND METHODS FOR DETECTING THE PRESENCE OF A HUMAN EYE	11/559381 11/13/2006	7801335 9/21/2010	United States of America	Granted	Eyelock, Inc.
SCALABLE SEARCHING OF BIOMETRIC DATABASES USING DYNAMIC SELECTION OF DATA SUBSETS	11/713894 3/5/2007	8364646 1/29/2013	United States of America	Granted	Eyelock, Inc.
ENSURING THE PROVENANCE OF PASSENGERS AT A TRANSPORTATION FACILITY	11/823338 6/27/2007	8604901 12/10/2013	United States of America	Granted	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/800496 3/13/2013	8818053 8/26/2014	United States of America	Granted	Eyelock, Inc.
METHOD FOR CONFIRMING THE IDENTITY OF AN INDIVIDUAL WHILE SHIELDING THAT INDIVIDUAL'S PERSONAL DATA	13/055961 1/26/2011		United States of America	Published Non Final OA mailed 4/23/2015	Eyelock, Inc.

OPERATOR INTERFACE FOR FACE AND IRIS RECOGNITION DEVICES	12/559908 9/15/2009	8306279 11/6/2012	United States of America	Granted	Eyelock, Inc.
SYSTEM AND METHOD FOR IRIS DATA ACQUISITION FOR BIOMETRIC IDENTIFICATION	12/675189 2/25/2010	8553948 10/8/2013	United States of America	Granted	Eyelock, Inc.
MIRROR SYSTEM AND METHOD FOR ACQUIRING BIOMETRIC DATA	12/658706 2/16/2010	8212870 2/13/2012	United States of America	Granted	Eyelock, Inc.
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	12/444018 4/2/2009	8280120 10/2/2012	United States of America	Granted	Eyelock, Inc.
COMPACT BIOMETRIC ACQUISITION SYSTEM AND METHOD	12/441881 3/18/2009	8965063 2/24/2015	United States of America	Granted	Eyelock, Inc.
METHOD OF REDUCING VISIBILITY OF PULSED ILLUMINATION WHILE ACQUIRING HIGH QUALITY IMAGERY	13/055943 1/26/2011		United States of America	Published Final OA mailed 6/25/2015	Eyelock, Inc.
SICCOLLA IDENTITY VERIFICATION ARCHITECTURE AND TOOL	12/942106 11/9/2010		United States of America	Published Non Final OA mailed 2/13/2015	Eyelock, Inc.

METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	12/887106 9/21/2010	8260008 9/4/2012	United States of America	Granted	Eyelock, Inc.
BIOMETRIC CAMERA MOUNT SYSTEM	12/749663 3/30/2010	8195044 6/5/2012	United States of America	Granted	Eyelock, Inc.
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	13/398562 2/16/2012		United States of America	Published	Eyelock, Inc.
SCALABLE SEARCHING OF BIOMETRIC DATABASES USING DYNAMIC SELECTION OF DATA SUBSETS	13/720403 12/19/2012		United States of America	Published Final OA mailed 7/16/2015	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/567901 8/6/2012	8798330 8/5/2014	United States of America	Granted	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	13/440707 4/5/2012	9117119 8/25/2015	United States of America	Granted	Eyelock, Inc.
BIOMETRIC CHAIN OF PROVENANCE	13/450151 4/18/2012		United States of America	Published Final OA mailed 4/22/2015	Eyelock, Inc.

METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/567905 8/6/2012	8798331 8/5/2014	United States of America	Granted	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/800462 3/13/2013	8798333 8/5/2014	United States of America	Granted	Eyelock, Inc.
BIOMETRIC CAMERA MOUNT SYSTEM	13/464710 5/4/2012	8606097 12/10/2013	United States of America	Granted	Eyelock, Inc.
SYSTEMS AND METHODS FOR ILLUMINATING AN IRIS WITH VISIBLE LIGHT FOR BIOMETRIC ACQUISITION	13/473468 5/16/2012	9124798 9/1/2015	United States of America	Granted	Eyelock, Inc.
MIRROR SYSTEM AND METHOD FOR ACQUIRING BIOMETRIC DATA	13/493455 6/11/2012	9055198 9055198	United States of America	Granted	Eyelock, Inc.
MIRROR SYSTEM AND METHOD FOR ACQUIRING BIOMETRIC DATA	13/493462 6/11/2012	8958606 2/17/2015	United States of America	Granted	Eyelock, Inc.
METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	13/800525 3/13/2013	8798334 8/5/2014	United States of America	Granted	Eyelock, Inc.

METHOD AND SYSTEM FOR BIOMETRIC RECOGNITION	12/596019 10/15/2009	8953849 2/10/2015	United States of America	Granted	Eyelock, Inc.
EFFICIENT PREVENTION OF FRAUD	13/836476 3/15/2013		United States of America	Published Final OA mailed 4/30/2015	Eyelock, Inc.
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	13/598307 8/29/2012	8818051 8/26/2014	United States of America	Granted	Eyelock, Inc.
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	13/590898 8/21/2012	8965064 2/24/2015	United States of America	Granted	Eyelock, Inc.
EFFICIENT PREVENTION FRAUD	13/837167 3/15/2013		United States of America	Published Final OA mailed 4/30/2015	Eyelock, Inc.
COMPACT BIOMETRIC ACQUISITION SYSTEM AND METHOD	13/797258 3/12/2013		United States of America	Pending	
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	13/598355 8/29/2012	8818052 8/26/2014	United States of America	Granted	Eyelock, Inc.

EFFICIENT PREVENTION OF FRAUD	PCT/US2013/032830 3/18/2013		P.C.T.	Published 30 month national phase filing deadline is 9/15/2015	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	13/773168 2/21/2013	9036871 5/19/2015	United States of America	Granted	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	13/773159 2/21/2013	9002073 4/7/2015	United States of America	Granted	Eyelock, Inc.
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	13/785987 3/5/2013		United States of America	Published Final OA mailed 6/2/2015	Eyelock, Inc.
SYSTEM AND METHOD FOR IRIS DATA ACQUISITION FOR BIOMETRIC IDENTIFICATION	13/786079 3/5/2013	9095287 8/4/2015	United States of America	Granted	Eyelock, Inc.
SYSTEM AND METHOD FOR IRIS DATA ACQUISITION FOR BIOMETRIC IDENTIFICATION	13/786093 3/5/2013		United States of America	Allowed	Eyelock, Inc.
LENS SYSTEM FOR HIGH QUALITY VISIBLE IMAGE ACQUISITION AND INFRA-RED IRIS IMAGE ACQUISITION	62/105691		United States of America	Pending	
ENSURING THE PROVENANCE OF PASSENGERS AT A TRANSPORTATION FACILITY	14/074907 11/8/2013		United States of America	Allowed	Eyelock, Inc.

METHODS FOR PERFORMING BIOMETRIC RECOGNITION OF A HUMAN EYE AND CORROBORATION OF SAME	14/712460		United States of America	Pending	
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	14/629100		United States of America	Pending	
BIOMETRIC DATA ACQUISITION DEVICE	14/118812 4/21/2014		United States of America	Published	Eyelock, Inc.
IRIS IMAGING DEVICE	29/478513		United States of America	Pending	
METHODS AND APPARATUS FOR REPETITIVE IRIS RECOGNITION	62/056598		United States of America	Pending	
METHODS AND APPARATUS FOR DIRECTING THE GAZE OF A USER IN AN IRIS RECOGNITION SYSTEM	62/049724		United States of America	Pending	
METHODS AND APPARATUS FOR ILLUMINATING THE IRIS FOR IRIS RECOGNITION	62/056600		United States of America	Pending	
METHODS AND APPARATUS FOR REPETITIVE IRIS RECOGNITION	PCT/US2015/010293		P.C.T.	Pending	
METHODS AND APPARATUS FOR POWER-EFFICIENT IRIS RECOGNITION	PCT/US2014/072175		P.C.T.	Pending	

SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	14/598098 1/15/2015	9122925 9/1/2015	United States of America	Granted	Eyelock, Inc.
METHODS AND SYSTEMS FOR MANAGING NETWORK ACTIVITY USING BIOMETRICS	62/132086		United States of America	Pending	
METHOD AND SYSTEM FOR BIOMETRIC RECOGNITION	14/657415		United States of America	Pending	
MODEL-BASED PREDICTION OF AN OPTIMAL CONVENIENCE METRIC FOR AUTHORIZING TRANSACTIONS	62/082070		United States of America	Pending	
BIOMETRIC CAMERA MOUNT SYSTEM	14/687444		United States of America	Pending	
BIOMETRIC DATA ACQUISITION DEVICE	2764914 7/9/2009		Canada	Pending	Eyelock, Inc.
FRAUD RESISTANT BIOMETRIC FINANCIAL TRANSACTION SYSTEM AND METHOD	07843633.4 10/2/2007		European Patent Office	Pending	Eyelock, Inc.
COMPACT BIOMETRIC ACQUISITION SYSTEM AND METHOD	07842962.8 9/21/2007		European Patent Office	Pending	Eyelock, Inc.




EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	12747311.4 2/16/2012		European Patent Office	Pending	Eyelock, Inc.
MOBILE IDENTITY PLATFORM	12866256.6 4/5/2012		European Patent Office	Pending	Eyelock, Inc.
BIOMETRIC CHAIN OF PROVENANCE	12774130.4 4/18/2012		European Patent Office	Pending	Eyelock, Inc.
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	12825460.4 8/21/2012		European Patent Office	Pending	Eyelock, Inc.
IRIS IMAGING DEVICE	002498006-0001 7/7/2014	002498006-0001 10/2/2014	European ¹	Granted	Eyelock, Inc.
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	112013021160.1		Brazil	Pending	
IRIS IMAGING DEVICE	3020140031694		Brazil	Pending	
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	201280017539.7		China	Pending	
BIOMETRIC CHAIN OF PROVENANCE	201280030217.6		China	Pending	

¹European Design Patent

IRIS IMAGING DEVICE	201430225424. 9		China	Pending	
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	102013702467 8		South Korea	Pending	
MOBILE IDENTITY PLATFORM	102013702938 3		South Korea	Pending	
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	102014700770 7		South Korea	Pending	
IRIS IMAGING DEVICE	30201433131		South Korea	Pending	
EFFICIENT METHOD AND SYSTEM FOR THE ACQUISITION OF SCENE IMAGERY AND IRIS IMAGERY USING A SINGLE SENSOR	2013142254		Russian Federation	Pending	
SYSTEMS AND METHODS FOR CAPTURING ARTIFACT FREE IMAGES	2014110930		Russian Federation	Pending	
IRIS IMAGING DEVICE	2014502608		Russian Federation	Granted	
IRIS IMAGING DEVICE	263909		India	Pending	

SCHEDULE 2

TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Application No.	Application Date	Registration No.	Registration Date
Brazil	EYELOCK	908476132	October 21, 2014		
Brazil	EYELOCK	908476230	October 21, 2014		
Brazil	EYELOCK	908476400	October 21, 2014		
Brazil	MYRIS	908476086	October 21, 2014		
Brazil	NANO NXT	908475993	October 21, 2014		
Canada	EYELOCK	1,702,876	November 14, 2014		
Canada	MYRIS	哪 K 唳 0 x	November 18, 2014		
Canada	NANO NXT	1,702,877	November 14, 2014		
United States	MYRIS	86157871	January 6, 2014	4701108	March 10, 2015
United States	EYELOCK	85564104	March 8, 2012	4386340	August 20, 2013
United States		85564947	March 9, 2012	4394680	September 3, 2013
United States		85564402	March 8, 2012	4394678	September 3, 2013
United States	EYESWIPE-NANO	85188504	December 1, 2010	4001868	July 26, 2011
United States	EYELOCK	85012052	April 12, 2010	3946099	April 12, 2011
United States	BIOTAG	77936370	February 16, 2010	3945820	April 12, 2011
United States	IDENTIFICATION IN ANONYMITY	77784609	July 20, 2009	3760555	March 16, 2010
United States	EYENROLL	77781418	July 15, 2009	3760520	March 16, 2010
United States	ENROLLMENT ON THE FLY	77779645	July 13, 2009	3757165	March 9, 2010
United States	SAMBI	77759375	June 15, 2009	3757045	March 9, 2010
United States	EYESWIPE	77598751	October 23, 2008	3638484	June 16, 2009
United States	HCAM	77523819	July 16, 2008	3597821	March 31, 2009
United States		77312363	October 24, 2007	3620194	May 12, 2009
United States	EYELOCK ID	86/331054	December 9, 2014		
United States	NANO NXT	86/395089	September 15, 2014		
World Intellectual Property Organization (WIPO)	EYELOCK	1235546	October 9, 2014	1235546	October 9, 2014

World Intellectual Property Organization (WIPO)	MYRIS	1235085	October 9, 2014	1235085	October 9, 2014
World Intellectual Property Organization (WIPO)	NANO NXT	1235547	October 9, 2014	1235547	October 9, 2014

SCHEDULE 3**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

Title	Type of Work	Registration No.	Registration Date	Copyright Claimant
Shifting World Paradigms	Visual Material	VA0001689176	6/5/2008	Global Rainmakers, Inc.
Worldwide Passenger Security.	Visual Material	VA0001672440	6/5/2008	Global Rainmakers, Inc.
SAMBI.	Computer File	TX0007350190	11/19/2010	Global Rainmakers, Inc.
BioTag.	Computer File	TX0007350194	11/19/2010	Global Rainmakers, Inc.
EyeEnroll.	Computer File	TX0007350181	11/19/2010	Global Rainmakers, Inc.
EyeLock SDK.	Computer File	TXu001876470	6/25/2013	Eyelock, Inc.
EyeLock Logo	Visual Material	VAu001167958	9/12/2013	David Strauss