

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SRI International		07/29/2016	nonprofit public benefit corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Princeton Identity, Inc.		
Street Address:	201 Washington Road		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3269684	IRIS ON THE MOVE	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-622-4444		
Email:	dpopovic@mccarter.com		
Correspondent Name:	Irene M. Hurtado		
Address Line 1:	McCarter & English, LLP		
Address Line 2:	Four Gateway Center, 100 Mulberry Street		
Address Line 4:	Newark, NEW JERSEY 07102		
NAME OF SUBMITTER:	Irene M. Hurtado		
SIGNATURE:	/Irene M. Hurtado/		
DATE SIGNED:	08/19/2016		
Total Attachments: 9			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this "Assignment") is made and entered into as of July 29, 2016 by and between SRI International, a California nonprofit public benefit corporation, with offices at 333 Ravenswood Avenue, Menlo Park, California, 94025 ("Assignor"), and Princeton Identity, Inc., a Delaware corporation, with offices at 201 Washington Road, Princeton, New Jersey 08540 ("Assignee") in connection with that certain Asset Contribution, Assignment and Assumption Agreement by and between the Assignor and Assignee, dated of even date herewith (the "Asset Contribution, Assignment and Assumption Agreement").

WHEREAS, Assignor wishes to transfer to Assignee, and Assignee wishes to acquire, all of Assignor's right, title and interest in and to the Assigned Trademarks and Domain Names (as defined in the Asset Contribution, Assignment and Assumption Agreement), it being the intent of the parties that, upon the execution and delivery of this Assignment, Assignee shall become the sole and exclusive owner of all Assigned Trademarks and Domain Names; and

WHEREAS, under the terms of the Asset Contribution, Assignment and Assumption Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment.

NOW THEREFORE BE IT RESOLVED, that Assignor and Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably and unconditionally transfers, assigns, sells and delivers to Assignee: (a) all of the Assignor's respective right, title and interest in and benefit throughout the world in and to the federally registered and common law trademarks and service marks, including but not limited to trade dress, identified on Exhibit A

hereto (the "Assigned Trademarks") together with the goodwill of the business associated therewith or symbolized thereby and all common law and statutory right, title and interest in and to the Assigned Trademarks; (b) all of the Assignor's respective right, title and interest in and to the domain names listed on Exhibit A hereto (the "Domain Names"); and (c) all of the Assignor's respective rights to income, royalties, and license fees deriving from the Assigned Trademarks and Domain Names, all causes of actions, claims and rights to damages or profits, arising by reason of past, present or future infringements of the Assigned Trademarks and Domain Names or injury to goodwill associated with the Assigned Trademarks and Domain Names and the right to sue or collect for such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. The Assignor shall, without charge to Assignee (except as otherwise permitted herein), execute all lawful documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, as are reasonably necessary to perfect in Assignee the rights, title and interest in the Assigned Trademarks and Domain Names assigned hereby to Assignee. In the event the Assignor refuses or fails, without reasonable grounds, to execute within a reasonable period of time any such documents necessary to effectuate this Assignment of the rights granted herein should that be necessary in any territory which requires documentation and/or registration apart from this Assignment to perfect the rights granted hereby, the Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as the Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on the Assignor's

behalf to execute, verify and file any such documents to effectuate this Assignment of the rights granted herein, with the same legal force and effect as if executed by the Assignors.

3. Successors and Assigns. This Assignment is binding upon, and shall inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

4. Power and Authority. Both Assignor and Assignee represent and warrant that each is fully empowered and authorized to execute and deliver this Assignment, and that the individual signing this Assignment on each entity's behalf is fully empowered and authorized to do so.

5. Execution of this Assignment. This Assignment may be executed in multiple counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature delivered by facsimile or PDF will be sufficient for all purposes among the parties hereto and shall be deemed to have the same legal effect as delivery of an original.

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IN WITNESS WHEREOF, the parties have executed this Trademark and Domain Name
Assignment as of the date first above written.

ASSIGNOR:

SRI INTERNATIONAL

By: *David Stringer-Calvert*

Name: David Stringer-Calvert

Title: Deputy General Counsel

ASSIGNEE:

PRINCETON IDENTITY, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties have executed this Trademark and Domain Name Assignment as of the date first above written.

ASSIGNOR:

SRI INTERNATIONAL

By: _____

Name: _____

Title: _____

ASSIGNEE:

PRINCETON IDENTITY, INC.

By: Mal Ch/L

Name: _____

Title: _____

EXHIBIT A

Assigned Trademarks

Country	Mark	Status	Reg. No. (if applicable)
US	IRIS ON THE MOVE	Registered, Live	3269684
US	PRINCETON IDENTITY	In use (currently no federal registration)	N/A
US	<p>IOM</p> <p><i>Additionally, but not limited to:</i></p> <ul style="list-style-type: none"> * IOM ACCESS CONTROL TABLET * IOM BIOMETRIC TABLET * IOM ACCESS CONTROL READER * IOM IDENTITY MANAGEMENT PLATFORM * IOM WALK-THROUGH IDENTITY READER * IOM MULTIMODAL IDENTITY STATION * IOM BIOMETRIC MODEL * IOM MULTIMODAL ENROLLMENT STATION * IOM HANDHELD READER * IOM DRIVE-UP READER 	In use (currently no federal registration)	N/A
US	IDENTITY ON THE MOVE	In use (currently no federal registration)	N/A
US	N-GLANCE	In use (currently no federal registration)	N/A
US	LOOK BEYOND	In use (currently no federal registration)	N/A
US	IOM Passport	In use (currently no federal registration)	N/A
US	IOM PassThru	In use (currently no federal registration)	N/A

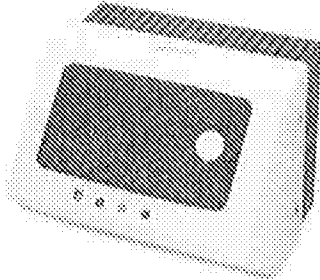
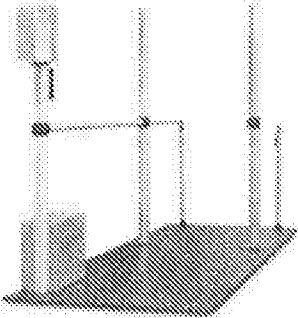
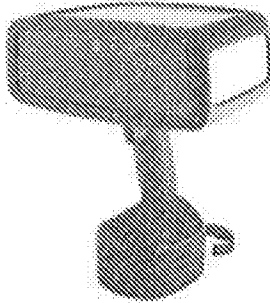
US	Trade dress for IOM products (colors, styles, aesthetics, etc.) [See below]	In use (currently no registration)	N/A
US	BIOWEB	In use (currently no federal registration)	N/A
US	ENTERPRISE ENCOUNTER MANAGEMENT	In use (currently no federal registration)	N/A

Assigned Domain Names

- (1) IRISONTHEMOVE.COM
- (2) IRISONTHEMOVE.NET


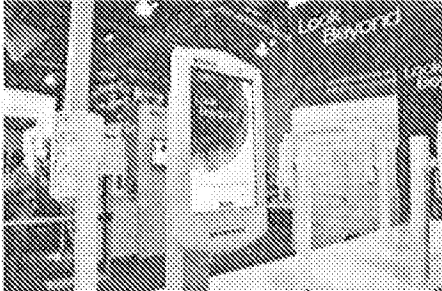
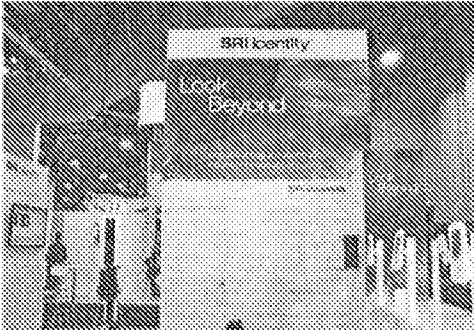
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Assigned Trade Dress

Country	Mark	Status	Sample
US	Trade dress for access control reader (white/black look, shape, aesthetics, etc.)	In use	
US	Trade dress for walk-through identity reader (white/aluminum look, shape, aesthetics, etc.)	In use	
US	Trade dress for handheld identity reader (white/black look, aesthetics, etc.)	In use	

(continued on next page)

Assigned Trade Dress (continued)

<p>US</p>	<p>Trade dress for a high throughput face and iris enrollment/verification system (white/black look, curved corners, etc.)</p>	<p>In use</p>	
<p>US</p>	<p>Trade dress for Tablet (white look, shape, aesthetics, etc.)</p>	<p>In use</p>	
<p>US</p>	<p>Trade dress for LOOK BEYOND packaging and displays for iris biometric products and services (color scheme and design, aesthetics, etc.)</p>	<p>In use</p>	

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