

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ImageWare Systems, Inc.		04/18/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TMT Technologies LLC		
<b>Street Address:</b>	160 Greentree Drive, Suite 101		
<b>City:</b>	Dover		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19904		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2369792	FACE ID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122468959		
<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>			
<b>Phone:</b>	2127081870		
<b>Email:</b>	lbryer@ladas.com		
<b>Correspondent Name:</b>	Ladas & Parry LLP		
<b>Address Line 1:</b>	1040 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	A17TMA92043-US		
<b>NAME OF SUBMITTER:</b>	Lanning G. Bryer		
<b>SIGNATURE:</b>	/LGB/		
<b>DATE SIGNED:</b>	05/01/2017		
<b>Total Attachments: 1</b>			
source=Assign doc to TMT Technologies LLC against TM No 2369792 for FACE ID in the USA#page1.tif			

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**TRADEMARK ASSIGNMENT**

WHEREAS **ImageWare Systems, Inc.**, a California corporation with an address at 10815 Rancho Bernardo Road, Suite 310, San Diego, California 92127 ("Assignor"), owns U.S. trademark registration No. 2,369,792 (the "Registration") of the Mark FACE ID (the "Mark"); and

WHEREAS **TMT Technologies LLC**, a Delaware limited liability company with an address at 160 Greentree Drive, Suite 101, Dover, Delaware 19904 ("Assignee"), desires to acquire all right, title, and interest in the Mark, the Registration, and the goodwill of the business connected with the use of and symbolized by the Mark.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee all right, title and interest in and to the Mark and the Registration, including all common law rights, any other rights, registrations, or applications that Assignor may have or claim in the Mark, and any marks that incorporate the Mark in any form, together with the goodwill of the business connected with the use of and symbolized by the Mark, all rights of action and claims for damages that Assignor has by reason of past or present infringement or other violations of Assignor's rights in the Mark and the right to sue and collect damages for such infringement and violations, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.

**IMAGEWARE SYSTEMS, INC.**

By: 

Name: Jean Mula

Position: Chairman & CEO

Dated: April 18, 2017