

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Iberon, LLC		06/09/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	HID Global Corporation		
Street Address:	611 Center Ridge Drive		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78753		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90606026	MOBILE DETECTIVE	
Serial Number:	90606014	NCITE	
Serial Number:	87101047	NCITE	
Serial Number:	87099727	IBERON	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4159848700		
Email:	mpalmer@omm.com		
Correspondent Name:	Madeleine Palmer / Tara McMillen		
Address Line 1:	Two Embarcadero Center, 28th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	0380609-00036		
NAME OF SUBMITTER:	Madeleine Palmer		
SIGNATURE:	/Madeleine Palmer/		
DATE SIGNED:	06/14/2023		
Total Attachments: 7			
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IP ASSIGNMENT AND LICENSE AGREEMENT

THIS IP ASSIGNMENT AND LICENSE AGREEMENT (this “**Agreement**”) is made and entered into on June 9, 2023 (the “**Effective Date**”), by and between HID Global Corporation, a Delaware corporation (“**Buyer**”) and Iberon, LLC, a Nevada limited liability company (“**Seller**”), and solely for purposes of Section 5 hereof, Jeremy K. Mattern (“**Founder**”). Seller and Buyer are referred to herein each as a “**Party**” and collectively as the “**Parties**.” Capitalized terms used herein, but not defined, shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Seller and Buyer are among the parties to that certain Asset Purchase Agreement dated as of February 15, 2023, as amended by that certain Amendment No. 1 to Asset Purchase Agreement, dated as of April 19, 2023 (the “**Purchase Agreement**”);

WHEREAS, under the Purchase Agreement, Seller has agreed to assign, transfer, and convey to Buyer all of Seller’s right, title and interest in, to and under all of the Owned Seller Intellectual Property, including, without limitation, (1) all unregistered Intellectual Property owned by Seller; (2) Seller Registered IP; (3) the name “Iberon”; (4) those assets specified on Exhibit A attached hereto and (5) all Documentation relating to, constituting or describing the Owned Seller Intellectual Property and all rights thereunder (collectively, the “**Transferred Intellectual Property**”);

WHEREAS, Founder is the majority member and sole manager of Seller;

WHEREAS, Founder has retained all his rights in U.S. Patent No. 8,483,653 titled “Panic Message Delivery System and Method for Mobile Devices” (the “**Excluded Patent**”) and such Excluded Patent is not part of the Transferred Intellectual Property; and

WHEREAS, the Parties have covenanted to enter into this Agreement at the Closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Seller hereby irrevocably assigns to Buyer Seller’s entire right, title, and interest in and to the Transferred Intellectual Property including, without limitation, all goodwill appurtenant thereto, the right of priority to file and prosecute patent applications in any and all jurisdictions throughout the world with respect to the patentable subject matter included in the Transferred Intellectual Property. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Transferred Intellectual Property, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom. To the full extent permissible under applicable law, Seller hereby irrevocably and unconditionally assigns to Buyer and waives and agrees never to assert or enforce any moral rights in or with respect to any and all of the Transferred Intellectual Property that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of moral rights.

2. **Further Assurances; Attorney in Fact.** Upon request by Buyer at any time, Seller shall, and shall cause all of its employees and agents to, cooperate with Buyer and execute all documents and instruments and do all other things deemed necessary or useful by Buyer in connection with the assignment of the Transferred Intellectual Property. Where Buyer is unable because of Seller’s unavailability, dissolution, or for any other reason, to secure Seller’s signature to any documentation Seller is required to

execute under this Section 2, then Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agent and attorney-in-fact, to act for and in Seller's behalf and stead to execute and file any such documentation and to do all other lawfully permitted acts in connection therewith with the same legal force and effect as if executed by Seller.

3. **Delivery of Transferred Intellectual Property Documents.** Not later than five (5) Business Days following the Effective Date, Seller shall deliver to Buyer all Transferred Intellectual Property Documents. For purposes of this Agreement, "**Transferred Intellectual Property Documents**" means all documents, records, and files in the possession or control of Seller or their counsel or agents relating to the Transferred Intellectual Property, including, without limitation: (i) original patent or trademark applications for the Transferred Intellectual Property; (ii) complete prosecution files and docketing reports, including materials filed or prepared for the purpose of being filed with the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) originals of all assignment agreements in its possession relating to the Transferred Intellectual Property; (iv) copies of laboratory notebooks, documents, records, and files relating to the conception or reduction to practice of the claims made in the Transferred Intellectual Property; (v) copies of documents, records, and files relating to any marking activities or to the assertion, licensing, enforcement or defense of the Transferred Intellectual Property; and (vi) copies of any other materials or information in the possession or control of, or known to, Seller, their counsel, or agents that is reasonably likely to be required to be produced in any litigation to enforce the Transferred Intellectual Property; but with respect to all of the foregoing, specifically excluding any attorney-client or work-product privileged information.

4. **Recordation.** Upon request by Buyer, Seller shall deliver to Buyer duly-executed short-form assignments in such form as may be provided by Buyer with respect to the patents, registered trademarks, registered copyrights, and applications for any of the foregoing included in the Transferred Intellectual Property.

5. **License.** Founder hereby grants to Buyer and its Affiliates a worldwide, non-exclusive, royalty-free, fully-paid, perpetual, irrevocable, non-terminable, license under the Excluded Patent and any and all continuations, divisionals, continuations-in-part, extensions, reissues, reexaminations thereof, and any patents claiming priority to or through these patents or their respective priority application, and substitution patents and/or patent applications of any of the foregoing, as well as any and all foreign counterparts of any of the foregoing (all of the foregoing, collectively, the "**Licensed IP**") to engage in any activities covered or claimed by the Licensed IP, including, without limitation, to make and have made, use and have used, offer to sell and have offered to sell, sell and have sold, and import and have imported, any articles, products, or services, to provide or have provided any technology and services, and to practice and have practiced any methods or processes. Included within the license granted in this Section 5 are the rights for Buyer and its Affiliates to have the Licensed IP practiced, used, and exploited by: (a) their vendors, contractors, consultants, resellers, distributors, sub-consultants and any other third parties in connection with their providing products and services to Buyer or its Affiliates or to Buyer's or its Affiliates' customers and users; and (b) their customers and users to access and use any products or services offered, licensed or sold by Buyer and its Affiliates. The Parties acknowledge and agree that the license granted in this Agreement is intended to be construed as a "license" to "intellectual property" (as defined in the U.S. Bankruptcy Code) for the purpose of 11 U.S.C. §365(n). If Founder enters into bankruptcy, Buyer and its applicable Affiliates shall be entitled to all of the rights and privileges of licensees of "intellectual property" under 11 U.S.C. §365(n) with respect to such license rights that have been granted to them in this Agreement. Founder represents and warrants that, as of the date hereof: (1) Founder has not transferred or assigned his right, title and interest in the Licensed IP to any other person or entity; (2) Founder has the full right, power and authority to enter into this Agreement; and (3) Founder owns or controls the entire right, title, and interest in and to the Licensed IP. Except as for the representations and warranties of Founder expressly set forth in the preceding sentence, Founder makes no representations or warranties of any kind

with respect to the Licensed IP, either express or implied, including any representations or warranties concerning actual or alleged infringement, misappropriation or other violation of any intellectual property rights of any other person or entity, and the Licensed IP is licensed by Founder to Buyer on as "AS IS" basis.

6. **Delivery of Domain Name Credentials.** Seller shall, not later than five (5) Business Days after the Effective Date, deliver to Buyer all account information, contact information, passwords, or other access and control credentials for the domain names included in the Transferred Intellectual Property.

7. **General.** The terms set forth in Article 10 (*Miscellaneous*) of the Purchase Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date.

SELLER:

IBERON, LLC,
A Nevada limited liability company

By: Richard Ezzeddine
Name: Richard Ezzeddine
Title: President

FOUNDER:

By: _____
Print: Jeremy Mattern

Address: 10333 Richmond Ave. # 500
Houston, TX 77042
Attn: Jeremy Mattern
Email: jmattern@jmattern.net

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date.

SELLER:

IBERON, LLC,
A Nevada limited liability company

By: _____
Name: Richard Ezzeddine
Title: President

FOUNDER:



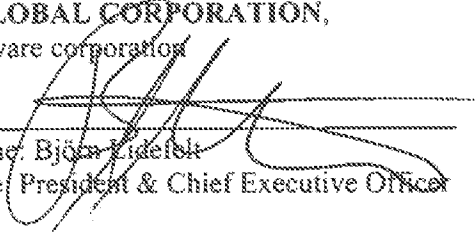
By: _____
Print: Jeremy Mattern

Address: 10333 Richmond Ave. # 500
Houston, TX 77042
Attn: Jeremy Mattern
Email: jmattern@jmattern.net

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed as of the Effective Date.

BUYER:

HID GLOBAL CORPORATION,
A Delaware corporation

By: 
Name: Björn Lidefelt
Title: President & Chief Executive Officer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 008100 FRAME: 0291

Exhibit A

Transferred Intellectual Property

Patents

Patent No.	Date of Patent	Inventor	Applicant	Assignee	Application No.	Annuities Due
US 9,984,517 B2	May 29, 2018	Jeremy Keith Mattern	Iberon, LLC	Jeremy Keith Mattern	14/924,748	7.5 Year Annuity Due between 2025-05-29 and 2025-12-02
US 9,842,441 B1	Dec. 12, 2017	Jeremy Keith Mattern	Iberon, LLC	-	14/924,743	7.5 Year Annuity Due between 2024-12-12 and 2025-06-13
US 9,838,468 B2	Dec. 5, 2017	Jeremy Keith Mattern	Iberon, LLC	Iberon, LLC	14/924,744	7.5 Year Annuity Due between 2024-12-05 and 2025-06-06
US 9,734,642 B2	Aug. 15, 2017	Jeremy Keith Mattern	-	Jeremy Keith Mattern	13/543,890	7.5 Year Annuity Due between 2024-08-15 and 2025-02-19
US 9,576,410 B2	Feb. 21, 2017	Jeremy Keith Mattern	-	-	13/544,025	7.5 Year Annuity Due between 2024-02-21 and 2024-08-22
US 8,937,547 B2	Jan. 20, 2015	Jeremy Keith Mattern	-	-	13/544,034	11.5 Year Annuity Due between 2026-01-20 and 2026-07-21
US 10,083,554 B2	Sept. 25, 2018	Jeremy Keith Mattern	Jeremy Keith Mattern	Jeremy Keith Mattern	13/621,742	7.5 Year Annuity Due between 2025-09-25 and 2026-03-26
US 10,032,132 B2	July 24, 2018	Jeremy Keith Mattern	-	-	13/543,891	7.5 Year Annuity Due between 2025-07-24 and 2026-01-27

Registered Trademarks, Material Unregistered Trademarks, and Applications for Registration of Trademarks¹

Mark	Application No.	Registration No.	Registration Date	Country	Declaration of Use Deadline
MOBILE DETECTIVE	90/606,026	Pending	Pending ²	USA	-
NCITE	90/606,014	6,823,985	Aug. 23, 2022	USA	2027-08-23 – 2028-08-23
NCITE	87/101,047	5,155,176	Mar. 7, 2017	USA	2022-03-07 – 2023-03-07
IBERON	87/099,727	5,175,273	April 4, 2017	USA	2022-04-04 – 2023-04-04

¹ Trademark Nos. 5,155,176 and 5,175,273 will require a Declaration of Use to be filed within one hundred eighty (180) days after the anticipated Closing Date.

² On November 10, 2022, Seller submitted a request to amend the filing basis to intent to use under Section 1(b).