

DIRECCIÓN DE NUEVAS CREACIONES

INSCRIPCIÓN DE TRASPASO

1 Datos del Solicitante / Titular

Nombre:	JDS UNIPHASE CORPORATION	Dirección Electrónica:	patricia.ochoa@ochoasilva.com
Dirección:	430 MC CARTHY BOULEVARD CA 95035	Domicilio/País de constitución:	ESTADOS UNIDOS DE AMÉRICA - CALIFORNIA - MILPITAS
Identificación: ☐ CEDULA DE CIUDADANIA ☐ CEDULA DE EXTRANJERIA ☒ EMPRESA EXTRANJERA ☐ IDENTIFICACION INTERNACIONAL ☐ NIT ☐ PASAPORTE Número: 2463392900-			

2 Datos de la Inscripción

2.1. Titularidad

De: JDS UNIPHASE CORPORATION

A:

Nombre:	OPSEC SECURITY GROUP INC.	Dirección Electrónica:	patricia.ochoa@ochoasilva.com
Dirección:	1600 Stout Street, Suite 800 Denver, COLORADO 80202	Domicilio/País de constitución:	ESTADOS UNIDOS DE AMÉRICA - COLORADO - DENVER

Identificación: ☐ CEDULA DE CIUDADANIA ☒ EMPRESA EXTRANJERA ☐ NIT ☐ CEDULA DE EXTRANJERIA ☐ IDENTIFICACION INTERNACIONAL ☐ PASAPORTE Número: 516861774938-				
3	Datos del Representante Legal / Apoderado			
Nombre:		PATRICIA OCHOA SILVA	Dirección Electrónica:	patricia.ochoa@ochoasilva.com
Dirección:		CARRERA 15 NO. 92-36 (PISO 2)	Domicilio/País de constitución:	COLOMBIA - BOGOTA D.C. - BOGOTA D.C.
Identificación: ☒ CEDULA DE CIUDADANIA ☐ CEDULA DE EXTRANJERIA ☐ EMPRESA EXTRANJERA ☐ IDENTIFICACION INTERNACIONAL ☐ NIT ☐ PASAPORTE Número: 51775773-				
Presentación de Poder				
Año de Radicación				
Número de Radicación				
4	Datos de las Creaciones			
Identificación de la Creación		No. de Certificado	Vigencia	No. de Expediente
				Tipo Trámite

UN RECUBRIMIENTO PARA DISPISITIVOS DE SEGURIDAD QUE INCLUYE UN SUSTRATO, UNA ESTRUCTURA DE DIFRACCION FUNDIDA, UNA CAPA DE METAL Y UN RECUBRIMIENTO TRANSPARENTE		029374	2029-04-07	09035818	PATENTES DE INVENCION
5	Documentos Anexos				
☒ Poderes, si fuere el caso. ☒ Documento que respalde la inscripción, según sea el caso. ☐ Documentos que acrediten el legítimo interés, si fuere el caso. ☐ Otros Anexos					

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment") is made as of October 12, 2012 (the "Effective Date") by and between OpSec Security Group, Inc., a Colorado corporation (the "Assignee"), and JDS Uniphase Corporation, a Delaware corporation ("Assignor"). Capitalized terms used in this Assignment shall have the meanings specified in the Asset Purchase Agreement (defined below) unless otherwise expressly defined herein.

WHEREAS, subject to the terms and conditions of that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of September 18, 2012, between OpSec Security, Inc., a Colorado corporation and wholly-owned subsidiary of the Assignee, the Assignor and, for certain limited purposes, OpSec Security Group plc, a limited company organized under the laws of England and Wales, the Assignor has agreed to transfer to the Assignee the patents and patent applications set forth on Exhibit A (collectively, the "Patents") held by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Patents. On the terms and subject to the conditions of the Asset Purchase Agreement, the Assignor does hereby sell, transfer, convey and deliver to the Assignee free and clear of all Encumbrances (other than Permitted Encumbrances) all of its right, title and interest in, to and under the Patents, the inventions disclosed in the Patents, all patent applications claiming (or having the right to claim) priority to or the benefit of the Patents or otherwise directed to the inventions disclosed in the Patents (including, without limitation, all continuation, continuation-in-part, divisional, reissue, re-examination and foreign counterpart applications and any additions thereto or confirmations or renewals thereof), and all patents or registrations issuing or granting from any of the foregoing including the right to enforce such patents or registrations and the right to recover for damages and profits for past, present and future infringements thereof. The Assignee does hereby accept all of the right, title and interest of the Assignor in, to and under all of the Patents. Assignor does further consent to the recordation of this Assignment in both the United States Patent and Trademark Office and any foreign patent office.

2. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware.

3. Successors. All of the terms and provisions of this Assignment shall be binding on, and shall inure to the benefit of, the respective legal successors and permitted assigns of the parties.

4. No Benefits to Others. The covenants and agreements contained in this Assignment are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring and are not intended to confer any rights on any other persons.

5. Further Assurances. Assignor agrees, without further consideration, to execute all reasonable oaths, assignments, powers of attorney, applications, and other papers reasonably necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Patents in a form acceptable for recordation in the United States Patent and Trademark Office and in foreign patent offices.

6. Purchase Agreement Controls. This Assignment shall be subject to the terms and conditions set forth in the Asset Purchase Agreement and nothing contained in this Assignment shall be construed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties to the Asset Purchase Agreement under the Asset Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall control.

7. Counterparts. This Assignment may be executed in counterparts, each of which may be deemed an original but together shall constitute but one and the same instrument. Such counterparts may be executed and delivered by facsimile or other electronic means by any of the parties, and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused Patent Assignment Agreement to be duly executed by their respective authorized officers on the Effective Date.

ASSIGNOR:

JDS UNIPHASE CORPORATION

By: 

Name: Andrew R. Pollack

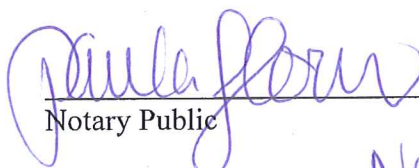
Its: Senior Vice President, General Counsel and Secretary

STATE OF California

COUNTY OF Santa Clara

SUBSCRIBED AND SWORN to before me on this 11th day of October, 2012, appeared Andrew R. Pollack, the person who signed this instrument, who acknowledged that he is the Senior Vice President, General Counsel and Secretary of JDS Uniphase Corporation, and that being duly authorized he signed such instrument as a free act on behalf of JDS Uniphase Corporation.




Notary Public
My Commission Expires: Nov. 3, 2012

The foregoing assignment by JDS Uniphase Corporation, is hereby accepted as of the
12th day of October, 2012.

ASSIGNEE:

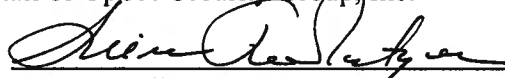
OPSEC SECURITY GROUP, INC.

By: 
Name: Mark T. Turnage
Its: Chief Executive Officer

STATE OF Colorado

COUNTY OF Denver

SUBSCRIBED AND SWORN to before me on this 1st day of October, 2012,
appeared Mark T. Turnage, the person who signed this instrument, who acknowledged that he is
the Chief Executive Officer of OpSec Security Group, Inc., and that being duly authorized he
signed such instrument as a free act on behalf of OpSec Security Group, Inc.


Notary Public

My Commission Expires: 12/27/2014



Exhibit A

<u>Case Reference</u>	<u>Country</u>	<u>Title</u>	<u>Status</u>	<u>Registration/Application/ Publication Number</u>
45-1	CN	Improved OVD containing device and method	Published	101556752
45-1	CO	Improved OVD containing device and method	Published	79
45-1	EP	Improved OVD containing device and method	Pending	09157440.0
45-1	JP	Improved OVD containing device and method	Pending	2009-93296
45-1	PK	Improved OVD containing device and method	Pending	29012009
45-1	US	Improved OVD containing device and method	Published	09-0251749
45-12	US	Enhanced security for tamper-apparent labels, seals or tags	Granted	6,659,507
45-16	US	Non-continuous holograms, methods of making them and articles incorporating them	Granted (Expired)	5,411,296
45-2	US	PCT – Magnetic tape with holographic hidden pattern, method of making same and reader for reading same	Granted	7,648,076
45-21	US	Holographic digital watermark	Granted	7,551,750
45-25	US	Card security system	Granted	6,328,209
45-26	CA	Holographic Enhancement of Card Security	Granted	2,121,830
45-26	US	Holographic Enhancement of Card Security	Granted (Expired)	5,336,871
45-31	US	Method of manufacturing tamper evident holographic devices	Granted	6,436,483

45-32	US	Tamper evident holographic device and methods of manufacture	Granted	6,214,443
45-33	US	Enhancement of chip card security	Granted	5,786,587
45-34	US	Automated holographic optical recognition and decoding system for verification	Granted	5,432,329
45-4	AT	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	AU	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	2006338593
45-4	BE	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	CA	Method of reducing electro-static discharge (ESD) from conductors on insulators	Pending	2,643,280
45-4	CH	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	CN	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	101401106
45-4	DE	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	ES	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489

45-4	FR	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	GB	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	ID	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	P0025487
45-4	IE	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	IN	Method of reducing electro-static discharge (ESD) from conductors on insulators	Pending	1746/MUMNP/2008
45-4	IT	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	KR	Method of reducing electro-static discharge (ESD) from conductors on insulators	Published	09-17472
45-4	SE	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	1994489
45-4	US	Method of reducing electro-static discharge (ESD) from conductors on insulators	Granted	7,677,462
45-53	US	ABNH hidden image reader	Granted	D516,556

45-54	US	Techniques of printing micro-structure patterns such as holograms directly onto final documents or other substrates in discrete areas thereof	Granted	6,440,277
45-58	CA	Tamper evident and resisting informational article and method of producing same	Abandoned	2,666,920
45-72	AR	Durable washable label having a visible diffraction grating pattern	Pending	P20100100451
45-72	BR	Durable washable label having a visible diffraction grating pattern	Pending	PI-1000392-4
45-72	CN	Durable washable label having a visible diffraction grating pattern	Published	101814252A
45-72	EP	Durable washable label having a visible diffraction grating pattern	Published	2221793
45-72	HK	Durable washable label having a visible diffraction grating pattern	Pending	11101407.2
45-72	JP	Durable washable label having a visible diffraction grating pattern	Pending	2010-31421
45-72	US	Durable washable label having a visible diffraction grating pattern	Published	11-0181928
45-8	CA	Holographic magnetic stripe demetalization security	Abandoned	2,658,103
45-8	JP	Holographic magnetic stripe demetalization security	Pending	2009-520839
45-8	US	Holographic magnetic stripe demetalization security	Published	08/0024917

45-9	US	Continually variable demetalization of metalized films and similar objects	Granted	7,525,705
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fb.us.9193039.01

PODER

POWER-OF-ATTORNEY

Yo (nosotros), abajo firmado (s)/ I (we), the undersigned

JDS Uniphase Corporation

domiciliado (s) en/of 430 North McCarthy Boulevard
Milpitas, California 95025 U.S.A.

por el presente conferimos poder a PATRICIA OCHOA SILVA T.P. N° 106.654, C.C. No. 51.775.773 de Bogotá, domiciliada en la Carrera 15 No. 92-36 (Piso 2), Bogotá, Colombia, obtener la protección de mi (nuestra) propiedad industrial y contra la competencia desleal, a cuyo efecto autorizo(amos) a los dichos apoderados para que me(nos) representen ante cualesquiera entidades o personas ejerzan o no jurisdicción, especialmente ante las del orden administrativo, contencioso-administrativo y judicial, en todo lo concerniente a los siguientes asuntos: a) Obtención de patentes de invención, modelos de utilidad y diseños industriales; el registro de marcas de fábrica, colectivas, defensivas, de servicio, lemas comerciales, nombres comerciales, enseññas, variedades vegetales y denominaciones de origen; su renovación, traspaso, cambio de nombre o domicilio, cancelación voluntaria, y el registro de licencias de uso de esos derechos; b) Las acciones de competencia desleal, protección del consumidor, oposiciones u observaciones, cancelación administrativa o judicial, nulidad, medidas cautelares, concesión de licencias, la tutela, la protección de secretos industriales, y en general los juicios civiles, penales, administrativos o contencioso-administrativos relacionados con estos derechos; acciones y procesos que promovamos o se nos promuevan. Y para que en todos los asuntos arriba determinados, puedan sustituir este mandato, transigir, conciliar, admitir los hechos del proceso, desistir, cancelar, recibir, renunciar y ratificar los actos de agentes oficiosos.

hereby grant to PATRICIA OCHOA SILVA, T.P. N° 106.654, C.C. No. 51.775.773 de Bogota, domiciled at Carrera 15 No. 92-36 (2nd Floor), Colombia, Power of Attorney to obtain to obtain the protection of my (our) industrial property and against the unfair competition, for which purpose I (we) authorize the said attorneys to represent me (us) before any authorities or persons, with or without jurisdiction, especially those administrative, administrative contentious and judicial, in all matters concerning the following: a) Obtainment of patents, utility models and industrial designs; the registration of trademarks, collective, defensive and service marks, slogans, commercial names, trade emblems, vegetal varieties and denominations of origin; its renewal, assignment, change of name or domicile, voluntary cancellation, and the registration of licenses of use of the above rights; b) Actions of unfair competition, protection to the consumer, oppositions or observations, administrative or Court cancellation, nullity, infringement, granting of licenses, the action for writ mandamus, the protection of trade secrets, and in general the civil, penal and administrative suits relating to those rights; actions and suits instituted by me (us) or against me (us). And that in all the above matters they may substitute this Power of Attorney, compromise, conciliate, admit the facts of the case, desist, cancel, receive, resign and ratify acts done by representatives without a power of attorney.

Dado y firmado hoy/Given and signed this

April 18, 2013

en/in

Milpitas, California U.S.A.

por/by

Andrew R. Pollack

JDS Uniphase Corporation

Firma

Signature