

WORLDWIDE ASSIGNMENT

WHEREAS, WE,

Michael V. Kutsch, a citizen of the **US**, having a residence address **1024 Unquowa Road
Fairfield, CT 06824**;

Salman H. Sved, a citizen of the **United Kingdom**, having a residence address at **28210 Town
Green Drive, Elmsford, NY (US) 10523**; and

Mark Lulic, a citizen of the **US**, having a residence address at **3437 Stoney Street, Mohegan
Lake, NY (US) 10547**

(hereinafter "Assignor"), have made an invention entitled "**BIOMETRIC SOLUTION
ENABLING HIGH THROUGHPUT FARE PAYMENTS AND SYSTEM ACCESS**" as set
forth and described in U.S. Application No. 14/619,741, filed 02-11-2015; International
Application No. PCT/US15/15546, filed 02-12-2015; United States Provisional Application No.
61/939,132, filed 02-12-2014; and

WHEREAS, **MASTERCARD INTERNATIONAL INCORPORATED**, having its
principal place of business at **2000 Purchase Street, Purchase, NY 10577, US**, hereinafter
referred to as Assignee, is desirous of acquiring the whole right, title and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy
whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee,
and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell,
assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title
and interest in the United States of America and throughout the world, including the right to
claim priority under the laws of the United States, the Paris Convention, and any foreign
countries, to the inventions as described in the aforesaid application, to the aforesaid application
itself, and all divisions, continuations, continuations-in-part, or other applications claiming
priority directly or indirectly from the aforesaid application, and any United States or foreign
Letters Patent, utility model, or other similar rights which may be granted thereon, including
reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in
the aforesaid application and the subject matter disclosed therein, these rights, title and interest to
be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility
model, or other similar rights, are granted and any extensions thereof as fully and entirely as the
same would have been held by Assignor had this assignment and sale not been made, and the
right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating
to any of the applications, patents, utility models, or other similar rights, resulting therefrom,
and the copyright rights.

Assignor hereby covenants and agrees to execute all instruments or documents required
or requested for the making and prosecution of any applications of any type for patent, utility
model, or other similar rights, and for copyright, in the United States and in all foreign countries
including, but not limited to, any provisional, continuation, continuation-in-part, divisional,
renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent
any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-
examination, inter partes review, or extension thereof, and for litigation regarding, or for the

purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above set forth.

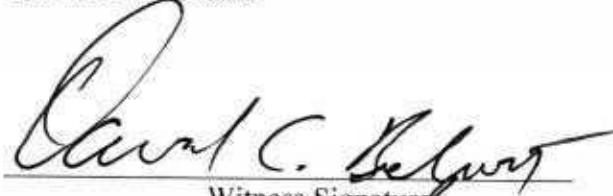
Assignor hereby covenants that no assignment, sale, license, agreement or encumbrance has been or will be entered into which would conflict with this Assignment. Assignor further covenants not to challenge, or assist or participate in any third party challenge to, the assigned inventions, or any patent application or patent thereon, whether by litigation, post grant review, inter partes review, covered business method review, reexamination, or otherwise.

Assignor hereby requests the United States Patent and Trademark Office to issue the Letters Patent of the United States of America to Assignee, and requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents and applications as aforesaid, to issue the Letters Patent, Utility Model Registration or other similar right to Assignee.

The undersigned hereby authorize the attorneys of Otterstedt, Ellenbogen & Kammer, LLP the power to insert in the spaces provided above the title of the invention, filing date, application number, and attorney's docket number of said application when known.

IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this
6th day of September, 2016.


Michael V. Kutsch


Witness Signature
DAVID C. BELMONT
Witness Name

IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this
_____ day of _____, 201__.

Salman H. Syed

Witness Signature

Witness Name

IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this
_____ day of _____, 201__.

Mark Lulic

Witness Signature

Witness Name

61749248.1

WORLDWIDE ASSIGNMENT

WHEREAS, WE,

Michael V. Kutsch, a citizen of the **US**, having a residence address **1024 Unquowa Road
Fairfield, CT 06824**;

Salman H. Syed, a citizen of the **United Kingdom**, having a residence address at **28210 Town
Green Drive, Elmsford, NY (US) 10523**; and

Mark Lulic, a citizen of the **US**, having a residence address at **3437 Stoney Street, Mohegan
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(hereinafter "Assignor"), have made an invention entitled "**BIOMETRIC SOLUTION
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NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, Assignor hereby confirms any prior assignment to Assignee, and to the extent that Assignor has not already done so, agrees to assign, and hereby does, sell, assign and transfer unto Assignee and its successors in interest, the full and exclusive right, title and interest in the United States of America and throughout the world, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, to the inventions as described in the aforesaid application, to the aforesaid application itself, and all divisions, continuations, continuations-in-part, or other applications claiming priority directly or indirectly from the aforesaid application, and any United States or foreign Letters Patent, utility model, or other similar rights which may be granted thereon, including reissues, reexaminations and extensions thereof, and all copyright rights throughout the world in the aforesaid application and the subject matter disclosed therein, these rights, title and interest to be held and enjoyed by Assignee to the full end of the term for which the Letters Patent, utility model, or other similar rights, are granted and any extensions thereof as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made, and the right to sue for, and recover for past infringements of, or liabilities for, any of the rights relating to any of the applications, patents, utility models, or other similar rights, resulting therefrom, and the copyright rights.

Assignor hereby covenants and agrees to execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights, and for copyright, in the United States and in all foreign countries including, but not limited to, any provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, any derivation proceedings relating thereto, and as to Letters Patent any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, inter partes review, or extension thereof, and for litigation regarding, or for the

purpose of defending the validity of or protecting title to the said invention, the United States application for patent, or Letters Patent therefor, and to testify in support thereof, for the benefit of Assignee and its successors in interest without further or other compensation than that above set forth.

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IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this _____ day of _____, 201____.

Michael V. Kutsch

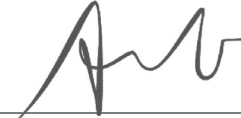
Witness Signature

Witness Name

IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this
____10____ day of ____November____, 201____⁶.



Salman H. Syed



Witness Signature

Arthur Zhao

Witness Name

IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this
____ day of _____, 201____.

Mark Lulic

Witness Signature

Witness Name

61749248.1

WORLDWIDE ASSIGNMENT

WHEREAS, WE,

Michael V. Kutsch, a citizen of the **US**, having a residence address at **10 Fernwood Avenue, Rye, NY (US) 10580**;

Salman H. Syed, a citizen of the **United Kingdom**, having a residence address at **28210 Town Green Drive, Elmsford, NY (US) 10523**; and

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Michael V. Kutsch

Witness Signature

Witness Name

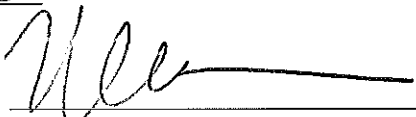
IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this
_____ day of _____, 201____.

Salman H. Syed

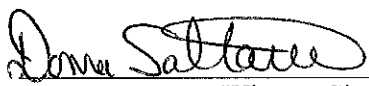
Witness Signature

Witness Name

IN WITNESS WHEREOF, I, the said **ASSIGNOR** have executed this Assignment this
11 day of AUG, 2016.



Mark Lulic



Witness Signature



Witness Name

61749248.1