

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale, Assignment and Assumption Agreement		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digimarc Corporation		08/01/2008	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	DMRC LLC		
Street Address:	9405 SW Gemini Dr.		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97008		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3543547	DIGIMARC	
Registration Number:	2835331	DIGIMARC	
Registration Number:	2905340	DIGIMARC	
Registration Number:	2131348	MARCSPIDER	
Registration Number:	2314322	D	
CORRESPONDENCE DATA			
Fax Number:	5035955300		
<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:	503-595-5300		
Email:	ptotmdocket@klarquist.com		
Correspondent Name:	David P. Petersen		
Address Line 1:	121 SW Salmon Street		
Address Line 2:	One World Trade Center, Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	4830-41972-01		
NAME OF SUBMITTER:	David P. Petersen		
SIGNATURE:	/David P. Petersen/		
DATE SIGNED:	08/09/2016		

CH \$140.00 3543547

Total Attachments: 18

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**BILL OF SALE, ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of August 1, 2008 (this "Agreement"), is made by and between DIGIMARC CORPORATION, a Delaware corporation ("Digimarc"), and DMRC LLC, a Delaware limited liability company and a wholly owned subsidiary of Digimarc ("DMRC"), pursuant to the Separation Agreement, dated as of August 1, 2008 (the "Separation Agreement"), by and among Digimarc, DMRC, DMRC Corporation, a Delaware corporation and a wholly-owned subsidiary of DMRC ("DMRC Sub"), and, solely with respect to Section 3.02, Section 4.09(b)(iii) and Section 4.13 thereof, L-1 Identity Solutions, Inc., a Delaware corporation. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Separation Agreement.

Section 1. Transfer of DMRC Assets

Digimarc, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer, convey and deliver to DMRC, free and clear of all Encumbrances, all of Digimarc's right, title and interest in and to, and all obligations, liabilities and duties of Digimarc under or with respect to, the DMRC Assets, other than any Delayed Transfer Assets.

Section 2. Assumption of Liabilities

DMRC, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby accepts such sale, assignment, transfer and conveyance of the DMRC Assets and hereby assumes all DMRC Liabilities, other than any Delayed Transfer Liabilities, and agrees to pay, perform and/or discharge all of such obligations, liabilities and duties as and when the same become due.

Section 3. NO REPRESENTATIONS OR WARRANTIES.

EXCEPT AS SET FORTH IN THE SEPARATION AGREEMENT, DIGIMARC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING THOSE REFERRED TO IN THE UNIFORM COMMERCIAL CODE OR IN ANY STATUTE OR RULE OF LAW THAT CAN BE LIMITED OR WAIVED AND WOULD OTHERWISE BE APPLICABLE TO REAL PROPERTY), AND THE DMRC ASSETS SHALL BE DEEMED TO BE "AS IS, WHERE IS" ON THE DATE HEREOF, AND IN THEIR THEN PRESENT CONDITION, AND DMRC SHALL RELY UPON ITS OWN EXAMINATION THEREOF. IN ANY EVENT, DIGIMARC MAKES NO WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY, WITH RESPECT TO ANY OF THE DMRC ASSETS, OR AS TO THE CONDITION OR WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

Section 4. Assignment; No Rights in Third Parties

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than DMRC and Digimarc and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

Section 5. Amendment

This Agreement may not be amended or modified except by an instrument in writing signed by Digimarc and DMRC.

Section 6. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed and to be performed in the State of Delaware. The parties irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware in connection with any action relating to this Agreement.


Section 7. Counterparts; Facsimile Signatures

This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties agree that for purposes of this Agreement and the other documents, agreements, and certificates defined in connection with the transactions contemplated hereby, delivery via facsimile of an executed signature page to this Agreement, such document, agreement or certificate shall be as effective as delivery of a manually signed signature page to this Agreement, such document, agreement or certificate.


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IN WITNESS WHEREOF, each of the parties hereto has caused this BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT to be executed by its duly authorized officer.

DIGIMARC CORPORATION

By 
Name:
Title:

DMRC LLC

By 
Name:
Title:

Signature Page to Bill of Sale, Assignment and Assumption Agreement

57775-0013/LEGAL14490609.2

TRADEMARK
REEL: 005851 FRAME: 0534

CONFIDENTIAL

SEPARATION AGREEMENT

by and among

DIGIMARC CORPORATION,

DMRC LLC,

DMRC CORPORATION

and

L-1 IDENTITY SOLUTIONS, INC

(solely for the purposes of Section 3.02, 4.09(b)(iii) and Section 4.13)

Dated as of August 1, 2008

SEPARATION AGREEMENT

This SEPARATION AGREEMENT, dated as of August 1, 2008 (this "Agreement"), is entered into by and among DIGIMARC CORPORATION, a Delaware corporation ("Digimarc"), DMRC LLC, a Delaware limited liability company and a wholly owned subsidiary of Digimarc ("DMRC"), DMRC Corporation, a Delaware corporation and a wholly-owned subsidiary of DMRC ("DMRC Sub"), and, solely with respect to Section 3.02, Section 4.09(b)(iii) and Section 4.13, L-1 Identity Solutions, Inc., a Delaware corporation ("L-1" and, together with DMRC, Digimarc and Digimarc Sub, the "Parties" and each, a "Party"). Capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the Merger Agreement (as defined below).

WITNESSETH

WHEREAS, Digimarc is engaged in the (a) Secure ID Business (as defined below) and (b) Digital Watermarking Business (as defined below);

WHEREAS, Digimarc entered into an Agreement and Plan of Merger, dated as of March 23, 2008, by and among Digimarc, L-1, and Dolomite Acquisition Co., a Delaware corporation and wholly owned subsidiary of L-1 ("Merger Sub"), pursuant to which Digimarc would become a wholly owned subsidiary of L-1;

WHEREAS, Digimarc has entered into an Amended and Restated Agreement and Plan of Merger, dated as of June 29, 2008, as amended (the "Merger Agreement"), by and among Digimarc, L-1 and Merger Sub, which provides, among other things, for the Offer and the Merger;

WHEREAS, the parties to the Merger Agreement have agreed that the Separation (as defined below) is a condition to the closing of, and integral to, the Offer and the Distribution (as defined below) and shall occur prior to the Initial Expiration Date or the Extended Expiration Date, as applicable (as defined below);

WHEREAS, the Digimarc Board of Directors has determined that it is in the best interests of Digimarc and its stockholders to (a) to engage in the Restructuring (as defined below) and (b) distribute to holders of Digimarc Common Stock (as defined below) as provided for herein, all of the outstanding DMRC Units (as defined below) beneficially owned by Digimarc through a pro-rata distribution of DMRC Units (the "Distribution" and, together with the Restructuring, the "Separation");

WHEREAS, for U.S. federal and applicable state and local Income Tax purposes, it is intended that the Distribution, the Offer and the Merger be treated as an integrated transaction in redemption and disposition of the shares of Digimarc Common Stock;

WHEREAS, to further effect the Separation, Digimarc intends to retain ownership and possession of all Assets (as defined below) other than the DMRC Assets (as defined below) and DMRC intends to assume ownership of the DMRC Assets;

WHEREAS, to further effect the Separation, Digimarc intends to remain solely liable for all Liabilities (as defined below) other than the DMRC Liabilities (as defined below) and DMRC intends to assume all DMRC Liabilities;

WHEREAS, following the Distribution or the Trust Transfer (as defined below), as applicable, DMRC will merge with and into DMRC Sub (the "DMRC Merger") pursuant to the DMRC Merger Agreement (as defined below); and

WHEREAS, the Parties intend this Agreement, including the exhibits and schedules hereto, to set forth the arrangements between them regarding the Separation.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.01. General. When used in this Agreement, the following terms shall have the respective meanings specified below (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

"2008 Plan Year" shall have the meaning set forth in Section 4.09(c)(ii).

"Acceptance Time" shall have the meaning set forth in the Merger Agreement.

"Action" shall mean any action, claim, charge, grievance, complaint, arbitration, proceeding, review, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought or heard by or before any Governmental Authority.

"Affiliate" shall have the meaning set forth in the Merger Agreement.

"Agreement" shall have the meaning set forth in the preamble hereof.

"Assets" shall mean assets, properties and rights (including goodwill), wherever located, whether personal, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, excluding interests in real property, Intellectual Property and Technology, but including the following:

or adjustments with respect to, Income Taxes of Digimarc and its Subsidiaries or Affiliates, in which the Internal Revenue Service, another Tax authority or any other party asserts a position that could reasonably be expected to adversely affect the intended treatment of the Transactions set forth in Section 4.11(d).

"DMRC" shall have the meaning set forth in the preamble hereof.

"DMRC Assets" shall mean:

- (a) any Assets used primarily in the operation of the Digital Watermarking Business;
- (b) any DMRC Shared Assets;
- (c) the Intellectual Property and Technology set forth on Schedule 1.01 (DMRC Intellectual Property and Technology);
- (d) the DMRC Equity Investments;
- (e) the DMRC Real Property;
- (f) all Cash;
- (g) all accounts receivable accrued primarily in the operation of the Digital Watermarking Business;
- (h) the DMRC Claims; and
- (i) all of DMRC's right, title and interest in, to and under all Contracts relating primarily to the operation of the Digital Watermarking Business, which Contracts are set forth on Schedule 1.01 (Digital Watermarking Business Contracts) to the extent such Contracts expressly provide for sum certain payments in excess of \$250,000 over the term of the Contract.

Notwithstanding the foregoing or anything to the contrary herein, DMRC Assets do not include any Shared Assets other than the DMRC Shared Assets.

"DMRC Claims" shall mean all right, title and interest in any claim, demand or Action that relates primarily to the Digital Watermarking Business, whether arising before, on or after the Distribution Date or Trust Transfer Date, as applicable.

"DMRC Director/Officer" shall mean any officer or director of DMRC who is or was an officer or director of Digimarc at any time prior to the Acceptance Time.

"DMRC Employee" shall mean those employees set forth on Schedule 1.01 (DMRC Employees), including any employees hired after the date of the Merger

"Transactions" shall have the meaning set forth in the Merger Agreement.

"Transition Services Agreement" shall have the meaning set forth in the Merger Agreement.

"Trust Transfer" shall have the meaning set forth in the Merger Agreement.

"Trust Transfer Date" shall mean the date the Trust Transfer is effected.

ARTICLE II

THE RESTRUCTURING

Section 2.01. Business Separation.


(a) Transfer of Assets. On the Restructuring Date and subject to the satisfaction or waiver of the conditions set forth in Section 7.01 (other than the condition set forth in Section 7.01(f)), Digimarc shall assign, transfer, convey and deliver to DMRC or a DMRC Subsidiary, and cause the applicable Digimarc Subsidiaries to assign, transfer, convey and deliver to DMRC or a DMRC Subsidiary, and DMRC or a DMRC Subsidiary shall accept from Digimarc and the applicable Digimarc Subsidiaries, all of Digimarc's and the applicable Digimarc Subsidiaries' respective right, title and interest in and to all of the DMRC Assets, other than the Delayed Transfer Assets.

(b) Assumption of Liabilities. On the Restructuring Date and subject to the satisfaction or waiver of the conditions set forth in Section 7.01 (other than the condition set forth in Section 7.01(f)), DMRC shall, and shall cause the DMRC Subsidiaries to, assume, pay and agree faithfully to perform and discharge when due all of the DMRC Liabilities (other than the Delayed Transfer Liabilities) in accordance with their respective terms. DMRC or a DMRC Subsidiary shall be responsible for all DMRC Liabilities (including any Delayed Transfer Liabilities), regardless of (i) when or where or against whom such Liabilities are asserted or determined, (ii) whether asserted or determined prior to or after the Distribution Date and (iii) whether arising from or alleged to arise from the negligence, recklessness, strict liability or violation of Law by or of any DMRC Entity or Digimarc Entity or any of their respective Representatives or Affiliates. The Digimarc Entities shall be responsible for all Liabilities of Digimarc and its Subsidiaries other than DMRC Liabilities, regardless of (i) when or where or against whom such Liabilities are asserted or determined, (ii) whether asserted or determined prior to or after the Distribution Date and (iii) whether arising from or alleged to arise from the negligence, recklessness, strict liability or violation of Law by or of any Digimarc Entity or any of their respective Representatives or Affiliates.


(c) Delayed Transfer Assets and Liabilities.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.


DIGIMARC CORPORATION

By: 
Name:
Title:

DMRC LLC

By: 
Name:
Title:

DMRC CORPORATION

By: 
Name:
Title:

L-1 IDENTITY SOLUTIONS, INC, solely
for the purposes of Section 3.02, Section
4.09(b)(iii) and Section 4.13

By: _____
Name: Robert V. LaPenta
Title: Chairman, President and
Chief Executive Officer

[SIGNATURE PAGE TO SEPARATION AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be signed by their respective officers therein duly authorized, all as of the date first written above.

DIGIMARC CORPORATION

By: _____
Name:
Title:

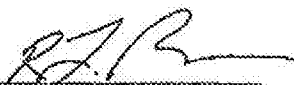
DMRC LLC

By: _____
Name:
Title:

DMRC CORPORATION

By: _____
Name:
Title:

L-1 IDENTITY SOLUTIONS, INC. solely
for the purposes of Section 3.02, Section
4.09(b)(iii) and Section 4.13

By: 
Name: Robert V. LaPonte
Title: Chairman, President and
Chief Executive Officer

[SIGNATURE PAGE TO SEPARATION AGREEMENT]

CONFIDENTIAL

SCHEDULES TO
SEPARATION AGREEMENT, DATED AUGUST 1, 2008,
BY AND AMONG DIGIMARC CORPORATION,
DMRC LLC, DMRC CORPORATION
AND, WITH RESPECT TO SECTIONS 3.02, 4.09(b)(iii) and 4.13,
L-1 IDENTITY SOLUTIONS, INC.

These schedules (the "Schedules") are being delivered pursuant to the Separation Agreement (the "Agreement"), dated August 1, 2008, by and among Digimarc Corporation, a Delaware corporation ("Digimarc"), DMRC LLC, a Delaware limited liability company and wholly owned subsidiary of Digimarc ("Spinco"), DMRC Corporation, a Delaware corporation and wholly owned subsidiary of Spinco ("Spinco Sub"), and, solely with respect to Section 3.02, Section 4.09(b)(iii) and Section 4.13, L-1 Identity Solutions, Inc., a Delaware corporation. Unless the context otherwise requires, all capitalized terms used in these Schedules shall have their respective meanings set forth in the Agreement.

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SCHEDULE 1.01 (Spinco Intellectual Property and Technology)

The Intellectual Property and Technology listed in this Schedule is primarily related to the Digital Watermarking Business.

This Schedule does not include Intellectual Property and Technology primarily related to the Digital Watermarking Business that is created, comes into being or is granted or licensed to Digimarc between the date of the Agreement and the Acceptance Time. Any such Intellectual Property and Technology will also be deemed a part of this Schedule.

B. Marks

1. All Marks containing the term "Digimarc" and Marks primarily related to the Digital Watermarking Business, including the Marks listed in Appendices F and G, and all rights thereto (or any other term confusingly similar to the term "Digimarc" or such other Marks);
2. Rights to all Marks containing the term "Digimarc" and Marks primarily related to the Digital Watermarking Business (or any other term confusingly similar to the term "Digimarc" or such other Marks) under the laws of Russia, Latvia, the United Kingdom, Mexico, Chile, Kurdistan and any other country that Digimarc may have rights in such Marks, whether or not Digimarc has filed for a trademark in such country;
3. The Digimarc-Enabled Web Button for Websites and Online Media



4. The Digimarc-Enabled Symbol for Hardware Products and Printed Objects



5. All rights to Marks pursuant to the following third party agreements:

APPENDIX F TO INTELLECTUAL PROPERTY & TECHNOLOGY SCHEDULE: MARKS

Mark	US	CA - MX - CTM	UK	GER - FR	BR	SG	OTHER
Digimarc Classes: 9, 35, 38, 41, 42, 45	R 2,085,032 R 2,835,331 R 2,940,437 R 2,848,290 R 2,848,289 R 2,085,032 R 2,905,340	Canada R 539,842 Mexico R 846854 CTM R 003807187	R 2,124,693	Germany R 39708153 France R 97668,241	F 82180909	R T99/0692D	Russia R 20057304 Australia R 79875B Taiwan R 1029633 S. Korea R 7014 China R 1505938 Japan R 4216076
D & Design (Circle D) Class 9	R 2,314,322	Canada R 554,203	R 2,201,289	Germany R 39935807 France R 99800,088			Japan R 4402335
ImageBridge Classes: 9, 35, 38, 41, 42	R 2,841,424 R 2,722,525	Canada R TMAG53,892 CTM R 002126365					Benelux R 0706908
Marc Centre Class 42	R 2,108,024		R 2,124,688				Japan F 19924/97
PicturaMarc Class 9	R 2,161,359		R 2,126,784	Germany R 39711792 France			Japan F 27299/97

APPENDIX F TO INTELLECTUAL PROPERTY & TECHNOLOGY SCHEDULE: MARKS

Mark	US	CA - MX - CTM	UK	GER - FR	BR	SG	OTHER
GeoMarc				R 97/668,636			
Classes: 9, 42	R 3,136,403						
MyPictureMarc							
Class: 9	R 3,077,565						
MarcSpider							
Class 42	R 2,131,348		R 2,126,783	Germany F 39800637.7 France F 98713,506			Japan F 27,300/97
Mediabridge							
Classes: 9, 41, 42, 38, 35	R 2,722,961	Canada	R 00157622		F 822648130	R T00/06656A	Japan
	R 2,777,110	F 1,054,569			F 823045706	R T00/06659F	R 4623883
	R 2,570,827	Mexico			F 822764644	R T00/6658H	R 4591999
		F 421953			F 82304514	F T00/6657Z	Taiwan
		F 421956			F 822764822		R 90022621
		F 421955					R 90022620
		F 421954					Australia
		CTM					R 830530
		R 002126365					
		R 2243304					
Mediabridge (Stylized)							
Classes: 9, 16, 35, 38, 41, 42	F 751945, 142	CTM	R 2,243,304				
	F 751945, 143	R 001819226					
Digimarc Mediabridge							

APPENDIX F TO INTELLECTUAL PROPERTY & TECHNOLOGY SCHEDULE: MARKS

Marks	US	CA - MX - CTM	UK	GER - FR	BR	SG	OTHER
Classes: 9, 16, 35, 38, 41, 42	R 3,068,854						
Excalibur							
Classes: 9, 42	F 76/326,638 F 76/326,646						
Grand Central							
Class 9	F 75/875,454						
ReadMarc							
Class 9	F 75/206,214						
Buret Logo							
Class 9	F 78/042,758	Canada R 611366					
Spider Logo							
Class 42	R 2,218,740						
MediaMarc							
Class 9	R 2,548,492						
Paper As Portal							
Class 9	F 75/803,217	Canada F 1,049,208 CTM R 1541580					Japan F 22650/2000
Design Logo							
Classes: 9, 35, 38, 41, 42	R 2,854,856	Canada R 611366 CTM					Japan R 4537544

TRADEMARK

REEL: 005851 FRAME: 0547

APPENDIX F TO INTELLECTUAL PROPERTY & TECHNOLOGY SCHEDULE: MARKS

Mark	US	CA - MX - CTM	UK	GER - FR	BR	SG	OTHER
		R 1917988					
VideoMarc	F 75/163,750						
AudioMarc	F 75/157,837						
AudioBridge	F 78/000,056						Benelux F 973663
	F 78/005,420						
	F 78/025,965						
VideoBridge	F 78/000,070						Benelux F 973658
	F 78/025,962						
Grand Central Station	F 75/875,461						
SmartImage	F 75/803,218						
MP3Bridge	F 78/000,065						
Smart-Audio	F 78/005,421						
Veevas	F 78/043,229						
Veerom	F 78/043,232						
WeeChat	F 78/043,230						
BrandHub	F 78/002,270						
BrandServer	F 78/002,267						
Bdoop	F 75/819,472						
Bedoop	F 75/733,644						
BatchMarc Pro	F 75/356,654						
PortalCard	F 78/022,344						
FindAMark							
Digimarc Mobile							
DMRC							
DMRCD							
ImageMarc							
Track and Trace							
Checkmarc							
DWMS							
Brandserve							
Look4theD							

APPENDIX F TO INTELLECTUAL PROPERTY & TECHNOLOGY SCHEDULE: MARKS

Marks	US	CA - MX - CTM	UK	GER - FR	BR	SG	OTHER
MarqMedia							
Videra							
Digilink							
Avende							
Authenta							
Fairgate							
Playfair							
Porfolio							
Security Class							
Sentura							
Vera							
Validity							
VeraMarc							
VeraSure							
DR-Mark							
ImageBridge Pro							
Verifactor							
Aprensa							
Paymarc							
Wombat							