(Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) OTPE  O6 - 28 - 2001  SHEET  Patent and Trademark Office				
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To the Honorable Commissioner of Patents and Trademarks:	2882 Please record the attached original documents or copy thereof.			
Name of conveying party(ies):	Name and address of receiving party(ies)			
Edax Inc.	Name: KeyMaster Technologies, Inc.			
Additional name(s) of conveying party(ies) attached \( \sumsymbol{\text{Yes}} \) Yes \( \sumsymbol{\text{X}} \) No	Internal Address:			
	Street Address: 415 North Quay			
3. Nature of conveyance:				
✓ Assignment	City: <u>Kennewick_</u> State: <u>WA_</u> ZIP: 99336			
☐ Security Agreement ☐ Change of Name	· · · · · · · · · · · · · · · · · · ·			
☐ Other				
Execution Date: December 30, 2000	Additional name(s) & address(es) attached?  Yes  No			
Application number(s) or patent number(s):				
If this document is being filed together with a new application, the execution date of the application is:				
	· · · · · · · · · · · · · · · · · · ·			
A. Patent Application No.(s)	B. Patent No.(s)			
09/716,625				
Additional numbers attack	hed? Yes X No			
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1			
Name: <u>David B. Jennings</u>	7. Total fee (37 CFR 3.41)\$40.00			
Internal Address Assets as Teandels IIID	☐ Enclosed			
Internal Address: <u>Armstrong Teasdale, LLP.</u>	Authorized to be charged to deposit account			
Street Address: One Metropolitan Sq. Suite 2600	Deposit account number:			
City: St. Louis State: MO ZIP: 63102	_01-2384			
	(Attach duplicate copy of this page if paying by deposit account)			
	, , , , , , , , , , , , , , , , , , ,			
DO NOT USE	THIS SPACE			
9. Statement and signature.  To the best of my knowledge and belief, the foregoing information original document.	n is true and correct and any attached copy is a true copy of the			
David B. Jennings Qad	June 18, 2001			
Name of Person Signing Signature Date				
Total number of pages including cover sheet, attachments, and document: 4				
Mail documents to be recorded with required cover sheet information to:				

#### **ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment") is made effective as of the 30<sup>th</sup> day of December 30, 2000 by:

	Edax Inc., a Delaware corporation	("Assignor")	
in favor of:			
	KeyMaster Technologies, Inc., a Delaware corporation	(the "Assignee").	

**WHEREAS**, Assignee and Assignor have entered into that certain Bill of Sale dated December 30, 2000, wherein Assignor agreed to transfer, assign and convey certain assets of Assignor, including but not limited to the general intangibles of Assignor listed on <u>Schedule "A"</u> attached hereto and incorporated herein by reference.

NOW THEREFORE, Assignor in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all of Assignor's right, title and interest in free and clear of all liens, security interests and other encumbrances, in and to the patents and patent applications, along with the right to sue for past infringement and any and all applications for patent and patents therefor in any and all countries, including all divisions, reissues, continuations and extensions thereof; trademarks and trademark applications, together with the goodwill of the business symbolized by said trademarks and trademark applications, including any and all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to said trademarks; copyrights, including entire worldwide right, title and interest, worldwide copyright in and to the work, including any and all manners of dimensions, presentations, embodiments and/or forms thereof; trade secrets; unpublished research and development information; unpatented inventions; technical data; and know-how, the same to be held and enjoyed by Assignee and for the use and benefit of its successors and assigns as fully and entirely as the same would have been held by Assignor had such sale, assignment and transfer not have been made, described on Schedule "A" hereto (the "Intangible Personal Property").

TO HAVE AND TO HOLD the Intangible Personal Property, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

To the extent that any Intangible Personal Property is not assignable without the consent of, or notice to, any other party, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Intangible Personal Property shall automatically be assigned to Assignee hereby. Assignor shall use all reasonable efforts to obtain all necessary consents of such persons to the assignment of any such Intangible Personal Property. If the required consent of any person to the assignment of any Intangible Personal Property cannot be obtained, or if any attempted assignment of any Intangible Personal Property would be ineffective or would adversely affect, as applicable, the Assignor's rights thereunder so that Assignee would not in fact receive all such rights, Assignor shall cooperate in any arrangement Assignee may reasonably request to provide for Assignee the benefit of any such Intangible Personal Property, including enforcement for the benefit of Assignee of any and all of the Assignor's rights against any other party thereto arising out of the breach or cancellation thereof by such party or otherwise.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Intangible Personal Property hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

PATENT REEL: 011927 FRAME: 0605 This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, his successors and assigns.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of New Jersey.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

"ASSIGNOR"

By: frene

Name: A. DEVENICH

Title: RETIDENT + CEO

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# Schedule A of Assignment

## **Intangible Personal Property**

All patents, patent applications, trademarks, trademark applications, copyrights, trade secrets, unpublished research and development information, unpatented inventions, technical data and know-how owned or controlled by Assignor as of the date hereof that is related to the portable products technology and/or the business conducted by Assignor, including but not limited to:

# 1. Patent Applications:

DOCKET NO.	SUBJECT MATTER	FILED	SERIAL NO.
2649.002	Provisional Application	October 4, 1999	60/157,573
2649.003	Tagging Carpet	September 25, 2000	PCT/US00/26415
2649.004	Tagging Packaging	September 26, 2000	PCT/US00/26461
2649.005	Tagging Jewelry	September 27, 2000	PCT/US00/26784
2649.006	Tagging Paint	October 4, 2000	PCT/US00/27482
2649.007	Tagging Tickets	October 4, 2000	PCT/US00/27491
2649.008	Tagging Currency	October 4, 2000	PCT/US00/27624
2649.009	Titanium (in nylon fibers)	October 4, 2000	PCT/US00/27423
2649.010	Tagging Pallets	October 4, 2000	PCT/US00/27420
2649.011	"New" Carpet	October 3, 2000	PCT/US00/27151
2649.012	"New" Packaging	October 4, 2000	PCT/US00/27492
2649.013	"New" Jewelry	October 4, 2000	PCT/US00/27418
2649.014	Quality Control: Carpet	November 20, 2000	09/716,625
2649.015	Quality Control: Plastics	To be filed	Unknown
2649.016	Secure Printing	To be filed	Unknown

2. Patents: All patents issued on applications listed above, including continuations, continuations in part, renewals, extensions, reissues and divisionals

#### 3. Trademarks:

- (a) VEDAX; SN 76/064695
- (b) VEDAX and DESIGN; SN 76/111709
- 4. Trade Secrets; Know-How; Technical Data; Unpatented Inventions; and Unpublished Research and Development Information
  - (a) All that is directly related to the patent applications listed above and the portable products technology and/or the business conducted by Assignor.

## 5. Copyrights

(a) All that is related to the portable products technology and/or the business conducted by Assignor.

PATENT RECORDED: 06/22/2001 REEL: 011927 FRAME: 0607