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Form PTO-1595
(Rev. 03/01)

RE



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

101957924

Tab settings ⇨ ⇨ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Mark Sarna
210 Chestnut Street
Englewood, New Jersey 07631

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Digital Privacy, Inc.
Internal Address: _____

Street Address: 1433 Utica Avenue South

City: Minneapolis State: MN Zip: 55416

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 6, 2001

4. 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)
60/011,635
09/087,032

Additional numbers attached? Yes No

B. Patent No.(s) 5,327,497 5,610,981
5,515,440 5,761,624

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Alan A. Heller, Esq.
Internal Address: Heller, Horowitz & Feit, PC

Street Address: 292 Madison Avenue

City: New York State: NY Zip: 10017

6. Total number of applications and patents involved: 0 6
7. Total fee (37 CFR 3.41).....\$ 240.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

(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 is true and correct and any attached copy is a true copy of the original document.
Mark Sarna Mark Sarna Nov. 6, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Mall documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/23/2002 TDIAZ1 00000120 60011635
01 FC:581 240.00 DP

ASSIGNMENT

AGREEMENT made as of this 6th day of November, 2001 by and among Digital Privacy, Inc. ("DPI") and Mark Sarna ("Sarna").

WHEREAS, DPI is the maker of a promissory note in the favor of Sarna dated October 7, 1999 (the "Note") and Sarna is the "Assignee for Security" of certain of DPI's Patent and Trademark registrations and applications set forth in the Schedules annexed hereto and made a part hereof (the "Patents and Trademarks");

WHEREAS, on November 6, 2001, DPI paid to Sarna the entire principal balance and interest due under the Note and has fully satisfied any and all obligations it may have thereunder; and

WHEREAS, the Note and a certain Amended Loan and Security Agreement dated October 7, 1999 (the "Security Agreement") have been canceled.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this agreement and the satisfaction by DPI of its obligations under the Note and Security Agreement, the parties agree as follows:

1. Sarna hereby assigns to DPI any and all rights, title and interests he may have in and to the Patents and Trademarks.
2. Sarna warrants and represents that he has not assigned, transferred or encumbered, or agreed to assign, transfer or encumber, to any other person, entity or party any of the rights he may have with regard to the Patents and Trademarks.
3. Sarna and DPI agree that they will cooperate with one another and execute all documents requested of either of them which are needed to accomplish, record and/or facilitate the assignment, transfer and/or delivery contemplated herein including, but not limited to, any documents needed to remove any liens, rights or interests recorded or filed by Sarna relating to any of the Patents and Trademarks.

4. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

DIGITAL PRIVACY, INC.

By: _____

Name: Howard Miller
Title: Chief Executive Officer



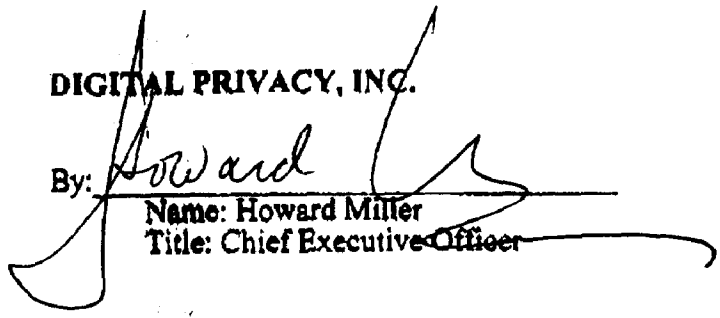
MARK SARNA

4. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

DIGITAL PRIVACY, INC.

By:



Name: Howard Miller
Title: Chief Executive Officer

MARK SARNA

SCHEDULE 1-A TO ASSIGNMENT FOR SECURITYPATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Preboot Protection of Unauthorized use of programs and data with a card reader interface	5,327,497	July 5, 1994
Preboot protection of unauthorized use of programs and data with a card reader interface	5,515,440	May 7, 1996
Preboot protection for a data security system with anti-intrusion capability	5,610,981	March 11, 1997
Method and apparatus for controlling and recording cellular phone transactions using an integrated circuit card	5,761,624	June 2, 1998
Access Control / Crypto System	Pending 60/011,635	Filed February 7, 1997
Card Reader access system supporting multiple cards and card readers	Pending 09/087,032	Filed May 29, 1998