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

OMB No. 0651-0027 (exp. 6/30/2005)

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): Digital Biometrics, Inc. 3-5-D3

2. Name and address of receiving party(ies) Name: Trak-21 Development, LLC

Internal Address:

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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Street Address: 5600 Rowland Rd.

Suite 205

City: Minnetonka State: MN Zip: 55343

Execution Date: August 20, 1998

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

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) 09/115,328

B. Patent No.(s) 5,781,647

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John W. Provo

Internal Address:

Street Address: 3300 Wells Fargo Center

90 South Seventh Street

City: Minneapolis State: MN Zip: 55402

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) \$80.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

John W. Provo Name of Person Signing

Signature

March 3, 2003 Date

04/07/2003 01 FC:8021 00000059 09115328 Total number of pages including cover sheet, attachments, and documents: 4

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

*Original Document
BY: [unclear] DE: [unclear]
M. LLC.*

M&G 8964.66-US-F1

ASSIGNMENT

WHEREAS, Digital Biometrics, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 5600 Rowland Road, Suite 205, Minnetonka, MN 55343 (hereinafter "Assignor") owns the entire right, title and interest to certain intellectual property related to a GAMBLING CHIP RECOGNITION SYSTEM having the trade name TRAK-21, including: trade names, trademarks and service marks, including the tradename "TRAK-21" and U.S. Trademark "TRAK-21" for which federal registration has been applied for in Application No. 75/01/0398, copyrights, technology, "know-how", inventions and improvements, trade secrets, formulae, design rights, computer programs, applications, software and "patent rights" (including United States Letters Patent No. 5,781,647, issued July 14, 1998, and the continuation-in-part application for Letters Patent of the United States that was filed on July 14, 1998, application Serial No. 09/115,328, both of which are entitled GAMBLING CHIP RECOGNITION SYSTEM) all of which is hereinafter referred to as "TRAK-21™ Intellectual Property".

AND WHEREAS, TRAK-21 DEVELOPMENT, LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Minnesota and having an office and place of business at 5600 Rowland Road, Suite 205, Minnetonka, Minnesota 55343 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said "TRAK-21™ Intellectual Property".

1. **Definitions.**

"Patent rights" shall mean any U.S. patents and applications, including United States Letters Patent No. 5,781,647, issued July 14, 1998, and the continuation-in-part application for Letters Patent of the United States that was filed on July 14, 1998, application Serial No. 09/115,328, both of which are entitled GAMBLING CHIP RECOGNITION SYSTEM, or patents which disclose the invention being sold under the trademark TRAK-21, and any continuation, divisions, continuation-in-part, reissues or

substitutions for said patent application and any patents issuing thereon; and any corresponding patent applications for Letters Patent in other countries.

"Know how" shall mean trade secrets and proprietary information previously developed by DBI and that which will be developed in the future by DBI in association with its agreement to manage the development of the TRAK-21 System for Assignee.

2. Consideration.

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, Assignor has sold, assigned and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest to all said "TRAK-21™ Intellectual Property" and agrees to execute individual assignment documents for all patent and trademark rights in the United States and any other foreign country in which patent or trademark rights relating to the TRAK-21 system is being pursued. The individual assignments for patent and trademark rights in the United States are attached hereto as Exhibits A & B;

AND, for the consideration aforesaid, Assignor does hereby agree that Assignor and its executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors, assigns and representatives all facts known to it relating to said "TRAK-21™ Intellectual Property" and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to said "TRAK-21™ Intellectual Property", and all other rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be;

AND, furthermore Assignor covenants and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement

affecting the rights and property herein conveyed has been made to others by Assignor and that full right to convey the same as herein expressed is possessed by Assignor.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of August, 1998.

DIGITAL BIOMETRICS, INC.

By: [Signature]
John Metil, Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 20 day of August, 1998, before me personally appeared John Metil to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

[Signature]
Notary Public

