

01-06-2004

Form PTO-1595 (Rev. 10/02)

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

Tab settings

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17302 U.S. PTO 10743189



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

1. Name of conveying party(ies): Timothy L. Robinson

12-23-03

2. Name and address of receiving party(ies)

Name: BioPay, LLC

Internal Address: Suite 100

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Street Address: 580 Herndon Parkway

City: Herndon State: VA Zip: 20170

Execution Date: 12/19/03

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

4. Application number(s) or patent number(s):

10743189

If this document is being filed together with a new application, the execution date of the application is: 12/19/03

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Duane S. Kobayashi

Internal Address:

Law Office of Duane S. Kobayashi

Street Address: 1325 Murray Downs Way

City: Reston State: VA Zip: 20194

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Duane S. Kobayashi Name of Person Signing

Signature

12/23/03 Date

Total number of pages including cover sheet, attachments, and documents: 7

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

01/31/2003 STEUMEL1 00000017 10743189

40.00 DP

Attachment to Patent Recordation Form Cover Sheet

Item 1 Additional Names of Conveying Parties:

Bradford R. Schildt - executed 12/22/03

Tennille V. Goff - executed 12/19/03

Mark B. Robinson - executed 12/18/03

ASSIGNMENT

Timothy L. Robinson, residing at 12145 Chancery Station Circle, Reston, VA 20190, Bradford R. Schildt, residing at 560 South 41st Street, Boulder, CO 80305, Tennille V. Goff, residing at 7710 Heming Place, Springfield, VA 22151, and Mark B. Robinson, residing at 16 Knob Hill Road, Norwalk, CT 06851 (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled SYSTEM AND METHOD FOR ENROLLING IN A BIOMETRIC SYSTEM, and which is a:

- (1) provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. _____, and filed on _____; or
- (2) non-provisional application
 - (a) to be filed herewith; or
 - (b) bearing Application No. _____, and filed on _____.

WHEREAS, BioPay, LLC, a corporation duly organized under and pursuant to the laws of Virginia, and having its principal place of business at 580 Herndon Parkway, Suite 100, Herndon, VA 20170, (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and
- (f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

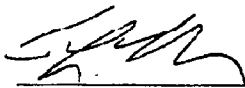
The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

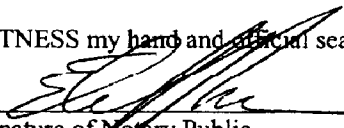
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of the LAW OFFICE OF DUANE S. KOBAYASHI to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 12/19/03

By: 
Timothy L. Robinson

State of <u>Virginia</u>) County of <u>Fairfax</u>) ss. On <u>12-19-03</u> , before me, <u>Edward Rencoran</u> , personally appeared Timothy L. Robinson, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.  Signature of Notary Public	Place Notary Seal Above
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Received Event (Event Succeeded)

Date: 12/22/03
Pages: 5
Sender: 801 365 6294
Fax Number:

Time: 2:37 PM
Duration: 1 min 48 sec
Company:
Subject:


Type Dec 22 03 12:37p Brad Schildt 801-365-6294 p.2

Date: 12/22/03 By: Bradford R. Schildt
Bradford R. Schildt

State of Colorado)
)
 County of Boulder)
)
 On Dec. 22 2003, before me, Kathy M. Lovenburg, personally appeared Bradford R. Schildt, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathy M. Lovenburg
 Signature of Notary Public



MY COMMISSION EXPIRES 2/14/2007

Date: _____ By: _____
Tennille V. Goff

State of _____)
)
 County of _____)
)
 On _____, before me, _____, personally appeared Tennille V. Goff, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature of Notary Public

Place Notary Seal Above

Date: _____

By: _____
Bradford R. Schildt

State of _____)

ss.

County of _____)

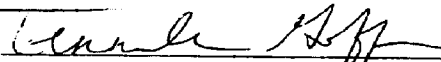
On _____, before me, _____, personally appeared Bradford R. Schildt, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

Date: 12/19/2003

By: 
Tennille V. Goff

State of Virginia)

ss.

County of Fairfax)

On 12-19-03, before me, Edward R. ..., personally appeared Tennille V. Goff, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

Place Notary Seal Above

Date: Dec. 18, 2003

By: Mark B. Robinson
Mark B. Robinson

State of CT)
 County of Fairfield)
 ss. notarial

On 12-18-03, before me, Anatoli Georgiades, personally appeared Mark B. Robinson, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Anatoli Georgiades
 Signature of Notary Public

ANATOLI GEORGIADES Place Notary Seal Above
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 3/31/2005