

01-30-2004

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

1. Name of conveying party(ies): 1-26-04  
**International Bioaccess Systems Corporation**  
Additional name(s) of conveying party(ies) attached? XX Yes XX No

2. Name and address of receiving party(ies):  
Name: **Lawrence Panitz**  
Internal Address: **c/o Bionet Systems, LLC**  
  
Street Address: **1605 NW Sammamish, #105**  
City: **Issaquah** State: **WA** ZIP: **98027**  
  
Additional name(s) & address(es) attached? XX Yes XX No

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

Execution Date: Nunc Pro Tunc December 15, 2003

4. Application number(s) or patent number(s): 4,805,222  
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. 4,805,222

Additional numbers attached? XX Yes XX No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: **Norman Zafman, Esq.**  
Internal Address:  
**BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN**  
Street Address: **12400 Wilshire Boulevard**  
**Seventh Floor**  
City: **Los Angeles** State: **CA** ZIP: **90025**

6. Total number of applications and patents involved:  
**One**

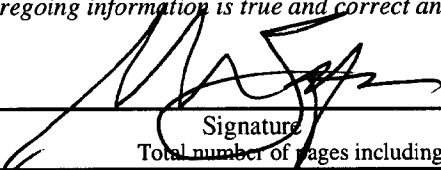
7. Total fee (37 CFR 3.41) .....\$**40.00**  
X Enclosed  
X Authorized to be charged to deposit account

8. Deposit account number: **02-2666**  
(Attach duplicate copy of this page if paying by deposit account)

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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.*

Norman Zafman, Esq. Reg. No. 26,250  
Name of Person Signing, Reg. No.

  
Signature  
Date 1/09/04  
Total number of pages including cover sheet, attachments & document: 7

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NUNC PRO TUNC ASSIGNMENT  
OF  
UNITED STATES PATENT NO. 4,805,222  
AND RELATED INTELLECTUAL PROPERTY  
WITNESSETH

WHEREAS, on or about May 12, 1988 International Bioaccess Systems Corporation, a California corporation (hereinafter referred to as "Bioaccess - California") was, by virtue of mesne assignments, the legal owner of (i) an invention that was the subject of an application for a patent, issued on or about February 14, 1989 as United States Letters Patent No. 4,805,222 (hereinafter referred to as the "'222 Patent"); and (ii) the copyrights in and to certain computer software, trade secrets, know-how and trademarks relating to Bioaccess-California's then existing technology for identifying a person based on the person's keystroke dynamics on a keyboard (hereinafter referred to collectively as the "Related Intellectual Property").

WHEREAS, on or about July 1, 1988, Bioaccess-California was merged into International Bioaccess Systems Corporation, a Delaware corporation (hereinafter referred to as "Assignor"), and by operation of law, Assignor then became the legal owner of the '222 Patent and Related Intellectual Property; and

WHEREAS, on or about July 14, 1989 (hereinafter the "Effective Date"), an individual named Lawrence Panitz, now deceased, a creditor of Bioaccess-California who had previously been granted a security interest in the '222 Patent and Related Intellectual Property (hereinafter referred to as "Assignee"), acquired legal ownership of the '222 Patent and Related Intellectual Property by duly foreclosing on his security interest therein; and

WHEREAS, on the Effective Date, Assignor should have executed an instrument of assignment whereby it assigned, conveyed and transferred to Assignee legal title to the '222 Patent and Related Intellectual Property; and

WHEREAS, either no such instrument of assignment was executed, or if executed, such instrument was lost. In either case, the transfer of legal title to the '222 patent to Assignee was never recorded at the United States Patent and Trademark Office, and, with respect to said copyrights, the transfer of legal title thereto to Assignee was never recorded in the United States Copyright Office; and

WHEREAS, notwithstanding the foregoing "gap" in the chain of title to the '222 Patent and Related Intellectual Property, there have been subsequent assignments thereof; and

WHEREAS, on or about August 19, 2003, the present equitable owner of the '222 Patent and Related Intellectual Property, namely Bionet Systems, LLC, a Washington Limited Liability Company (hereinafter referred to as "Bionet"), being desirous of completing the chain of title to the '222 Patent and Related Intellectual Property, and thereby perfecting its legal title thereto, initiated an ex parte proceeding in the Chancery Court of the State of Delaware; and

WHEREAS, on or about October 21, 2003, the Chancery Court appointed a Receiver, namely David E. LaDow, (i) to take the necessary actions to cause the Assignor corporation to pay its outstanding tax liability to the State of Delaware; and (ii) to execute such assignments, as may be necessary or proper to vest, in Assignee title to the '222 Patent and Related Intellectual Property, nunc pro tunc the Effective Date set forth hereinabove;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor by these presents does hereby sell, assign, convey and transfer unto Assignee, his successors, assigns and legal representatives, nunc pro tunc the Effective Date, its full and entire rights, title and interests in and to (i) the '222 Patent and the invention disclosed and claimed therein; (ii) any reissue application pertaining to the '222 Patent which may hereafter be filed, and any reissue patent which may hereafter be granted on any such reissue application; and (iii) any version of the '222 Patent that may be issued following a re-examination of

the '222 Patent, or any reissue thereof; and (iv) the Related Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of his successors, assigns, and legal representatives. The foregoing assignment includes any and all causes of actions and claims for damages by reason of infringement of the '222 Patent, or any of the Related Intellectual Property rights, which causes of action and claims arose on or after the Effective Date, together with the right to sue for and collect said damages for Assignee's own use, benefit and enjoyment, and for the use, benefit and enjoyment of his successors, assigns and legal representatives.

Assignor hereby agrees that it will record this instrument of assignment with the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the '222 Patent in the United States Patent and Trademark Office nunc pro tunc the Effective Date.

Assignor further agrees to execute and have executed any and all other documents of any kind whatsoever, and to duly record the same, so that Assignee's ownership of the '222 Patent and Related Intellectual Property, is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

INTERNATIONAL BIOACCESS SYSTEMS CORPORATION  
("Assignor")

Date: December 15, 2003

By: 

David E. LaDow, appointed Receiver for the execution of this instrument of assignment.