

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
Comerica Bank		08/23/2002
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	Syskey International	
<b>Street Address:</b>	1933 O'Toole Avenue, Suite #A109	
<b>City:</b>	San Jose	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95131	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	6142796	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(415)576-0300	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(415) 273-7529	
<b>Email:</b>	klf@townsend.com	
<b>Correspondent Name:</b>	Patrick Jewik	
<b>Address Line 1:</b>	2 Embarcadero Center, Eighth Floor	
<b>Address Line 2:</b>	Townsend & Townsend and Crew LLP	
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-3834	
<b>NAME OF SUBMITTER:</b>	Patrick Jewik	
<b>Total Attachments: 2</b>		
source=comerica to SysKey#page1.tif		
source=comerica to SysKey#page2.tif		

CH \$40.00 6142796

## CERTIFICATE OF SALE

A. Comerica Bank ("Secured Party") does hereby transfer, convey and sell, by private sale, pursuant to the provisions of Section 9610 of the California Uniform Commercial Code, to Syskey International, a California corporation ("Buyer"), all of the rights of InClose Design, Inc. ("Debtor") in and to all accounts, chattel paper, contract rights, general intangibles, inventory, fixtures, goods, personal property, instruments, equipment, documents, U.S. Patents and patent applications and trademarks, wherever located ("Collateral") except for the following: (i) cash on hand or in any banking or investment accounts, wherever located; (ii) any rights to tax refunds, whether or not filed; and (iii) any rights in and to that certain Promissory Note dated March 31, 2002 in the original amount of \$350,000 issued by Antares Microsystems, Inc. The consideration for this sale is \$470,379 payable by Buyer to Secured Party in cash upon delivery of this Certificate.

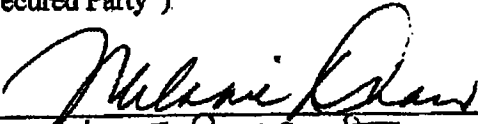
B. This sale transfers to Buyer all right, title and interest in and to the Collateral of Debtor free and clear of all liens and security interests of Secured Party and any subordinate liens or security interests in and to the Collateral.

C. This sale is made "as is," "where is" and "if is," with all faults. Except as specifically provided herein, Secured Party does not make any warranties, expressed or implied, including warranties relating to title, possession, quiet enjoyment or the like, to Buyer and Buyer does hereby expressly waive the implied warranties of merchantability and fitness for use. Buyer acknowledges that it is not relying upon any representations of Secured Party, except as may be specifically provided herein, and that it has examined the quantity, quality and value of the Collateral and has accepted the same. Buyer further acknowledges that it is a merchant of the Collateral as that term is defined in the Uniform Commercial Code. Buyer shall be responsible for payment of sales taxes, if any, arising from this sale.

D. Secured Party hereby authorizes Buyer to take any and all appropriate action in connection with the transfer of the rights, title and interest in and to the Collateral, in the name of Secured Party or in its own or any other name, but at its own expense; and to have and to hold such rights, title and interest in and to the Collateral for itself and its successors and assigns forever.

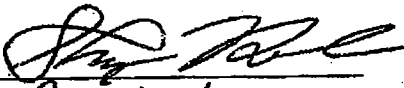
EXECUTED at San Jose, California, this 23<sup>rd</sup> day of August, 2002.

Comerica Bank  
("Secured Party")

By   
Title VICE PRESIDENT  
of Comerica Bank - California, as agent

The foregoing is agreed and accepted:

Syskey International  
("Buyer")

By   
Title President