06-15-2004

	Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)	1027659	ratie atiet alit iffi	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office F
	Tab settings	Patents and Trademarks: F	Please record the attached orion	inal documents or conv thereof
•	Name of conveying party(ies): Timothy L. Robinson; Bradford R. S Tennille V. Goff; Daniel J. Corwin	6.7.04	Name and address of Name: BioPay, LLC Internal Address: Su	f receiving party(ies)
	Additional name(s) of conveying party(ies) att	tached? Yes No		
	3. Nature of conveyance:			
	Assignment Security Agreement	Merger Change of Name	Street Address: 580	Herndon Parkway
	Other6/3/04		City: Herndon	State:Zip:20170
	Execution Date:	umbor(a):	Additional name(s) & add	ress(es) attached? Yes V No
	Application number(s) or patent number (s) or patent number (s) filed toge If this document is being filed toge		ation, the execution date	of the application is: 6/3/04
	A. Patent Application No.(s)			
		Additional numbers atta		
·	5. Name and address of party to who concerning document should be m Name: Duane S. Kobayashi		6. Total number of applie 7. Total fee (37 CFR 3.4	cations and patents involved: 40.00
	Name: Duarie S. Kobayashi Internal Address:		✓ Enclosed	
1	HTECKLU1 00000027 10861864		Authorized to be	charged to deposit account
03 fC:8021	40.00 0P Street Address: 1325 Murray Dov	wns Way	8. Deposit account num	ber:
	City: Reston State: VA Zip	. 20194		
		DO NOT USE	THIS SPACE	
	9. Signature.			
	Duane S. Kobayashi Name of Person Signing	_	Signature	417loy Date
	Total numb	er of pages including cover	sheet, attachments, and docu	ments: Q

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT REEL: 015440 FRAME: 0736

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 Daniel J. Corwin, residing at 44812 Ashlar Terrace, #202, Ashburn, VA 20147, (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 A SYSTEM AND METHOD FOR ENROLLING IN A BIOMETRIC SYSTEM, and which is a:

(1)	[] provisional a	ipplication		
	(a)	[] to be filed herewith; or		
	(b)	[] bearing Application No.	, and filed on	; or
(2)	[X] non-provis	ional application		
	(a)	[X] 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: June 3, 2004 By: By:

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State of VIVAIVUA)	
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County of Tairtax)	
L. Robinson, personally known whose name(s) is/are subscribe same in his/her/their authorized	d to the within instrument and acknow capacity(ies), and that by his/her/thei	f satisfactory evidence, to be the person(s) yledged to me that he/she/they executed the ir signature(s) on the instrument the person(s), or
the entity upon behalf of which	the person(s) acted, executed the inst	rument.
WITNESS my hand and officia	l seal	
Miciatia	Ola	
Signature of Notary Public		Place Notary Seal Above

My Commission Expires September 30, 2007

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	Date: 3 28 09 By:	Bradf	ard R. Schildt	
		,		
	State of Bolorado			
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	on 18th of May 2004, before me, Chister	bur Hlacass	rerennally anneared Bradford	
	R. Schildt, personally known to me or proved to me on the	basis of satisfactory evid	dence, to be the person(s) Whose	
	name(s) is/are subscribed to the within instrument and ackribis/her/their authorized capacity(ies), and that by his/her/th			÷.
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	his/her/their authorized capacity(ies), and that by his/her/thentity upon behalf of which the person(s) acted, executed the WITNESS may hard and official/seal. Signature of plotary Public NY COMMISSION ED Date: By: State of Ss. County of On , before me, V. Goff, personally known to me or proved to me on the base	reir signature(s) on the instrument. Place Tenument Tenu	instrument the person(s), or the e Notary Seal Above nille V. Goff , personally appeared Tennille noe, to be the person(s) whose	
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	his/her/their authorized capacity(ies), and that by his/her/thentity upon behalf of which the person(s) acted, executed the WITNESS may hard and official/seal. Signature of plotary Public Date: By: State of Ss. County of On before me, V. Goff, personally known to me or proved to me on the bar name(s) is/are subscribed to the within instrument and acknowledges the plant of the plant o	reir signature(s) on the instrument. Place Tenument Ten	instrument the person(s), or the	

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eceived Event (Event Succeeded)

Date: Pages: Sender:

REEL: 015440 FRAME: 0739

Date:	By:
	Bradford R. Schildt
State of)	
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County of)	
On, before me,	, personally appeared Bradford on the basis of satisfactory evidence, to be the person(s) whose
R. Schildt, personally known to me or proved to me	on the basis of satisfactory evidence, to be the person(s) whose
	and acknowledged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), or the
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 ω_J Commission Expires September 30, 2007

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 Daniel J. Corwin, residing at 44812 Ashlar Terrace, #202, Ashburn, VA 20147, (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 A 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)	[X] non-provis	ional application		
	(a)	[X] to be filed herewith; or		
	(b)	[] bearing Application No.	_, and filed on	
		<u> </u>		

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.

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- (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
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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.

By: Jalla

		Timothy L. Robinson
State of Virginia)	
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	, before me, Tricia Rindu	
whose name(s) is/are subscrib	vn to me or proved to me on the basis of satisfied to the within instrument and acknowledged and approximately and that by his/hor/their sign	ed to me that he/she/they executed the
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My Commission Expires September 30, 2007

Date: June 3 , 2004

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wy Commission Expires September 30, 2007

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My Commission Expires September 30, 2007

RECORDED: 06/07/2004