

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Intellectual Property Security Agreement
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CONVEYING PARTY DATA	
Name	Execution Date
Perseus 2000, LLC	09/22/2006

RECEIVING PARTY DATA	
Name:	Iridian Technologies, Inc.
Street Address:	1245 Church Street, Suite 3
City:	Moorestown
State/Country:	NEW JERSEY
Postal Code:	08057

PROPERTY NUMBERS Total: 31

Property Type	Number
Patent Number:	4641349
Patent Number:	5291560
Patent Number:	5717512
Patent Number:	6069967
Patent Number:	6064752
Patent Number:	6005704
Patent Number:	6021210
Patent Number:	5953440
Patent Number:	5978494
Patent Number:	6594399
Patent Number:	6377699
Patent Number:	6289113
Patent Number:	6320610
Patent Number:	6332193
Patent Number:	6483930

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Patent Number:	6553494
Patent Number:	6532298
Patent Number:	6424727
Patent Number:	6753919
Patent Number:	6505193
Patent Number:	6503163
Patent Number:	6516087
Patent Number:	6540392
Patent Number:	6299306
Application Number:	09781333
Application Number:	09550845
Application Number:	08982365
Application Number:	08980684
Application Number:	08300678
Application Number:	09860991
Application Number:	10020791

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: barbara.vining@weil.com, phyllis.depaola@weil.com
 Correspondent Name: Weil, Gotshal & Manges c/o Barbara Vining
 Address Line 1: 767 5th Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	79046.0003
NAME OF SUBMITTER:	Barbara Vining

Total Attachments: 8
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TERMINATION AND RELEASE
OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September ~~22~~ 20, 2006 (this "Termination and Release"), by PERSEUS 2000, L.L.C., as Agent under (and as defined in) that certain Intellectual Property Security Agreement, dated as of March 30, 2005 (the "IP Security Agreement"), among Iridian Technologies, Inc. (the "Grantor") and the Agent (in such capacity, the "Grantee") in connection with that certain Senior Secured Convertible Note Purchase Agreement, dated as of March 30, 2005 (the "Purchase Agreement"), among the Grantor and certain of its Subsidiaries, PERSEUS 2000, L.L.C. ("PERSEUS"), as Agent, and the Purchasers parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

WHEREAS, pursuant to the IP Security Agreement, the Grantor granted to the Grantee a security interest in, and assigned, pledged, and granted to the Grantee, all of such Grantor's right, title and interest in, to and under:

- (a) all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, and Trademark Licenses referred to in Schedule I attached hereto;
- (b) all reissues, continuations, renewals or extensions of any of the items described in clause (a) (or the right to obtain all reissues, continuations, renewals or extensions of any of the items described in clause (a));
- (c) all goodwill of the Grantor's business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License of the type referred to in clauses (a) and (b) above;
- (d) any and all trade secrets, shop rights, know-how or licenses to the same; and
- (e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, and (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, (vi) any misappropriation of any trade secret, and (vii) injury to the goodwill associated with any Copyright or Copyright licensed under any Copyright License, set forth in the IP Security Agreement, including, without limitation, the Intellectual Property listed on Schedule I attached hereto (the "IP Collateral"); and

WHEREAS, the Grantee has terminated the IP Security Agreement and agreed to release, relinquish and discharge its right, title and interest in the IP Collateral as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee hereby agrees as follows:

1. The Grantee hereby releases, relinquishes and discharges in its entirety any and all security interest it has against the IP Collateral.
2. The Grantee hereby agrees, at the expense of the Grantors, to take any reasonable actions and to execute any further documents necessary or reasonably requested by the Grantors to effectuate, record or evidence the release of the Grantee's security interest in the IP Collateral.

3. The Grantee authorizes and requests the United States Patent and Trademark Office to record this Termination and Release against the IP Collateral, as applicable.

4. This Termination and Release shall be governed by the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Grantee has caused this Termination and Release to be duly executed as of this 22 day of September, 2006.

PERSEUS 2000, L.L.C.,
as Agent

By: Kenneth M. Socha
Name: Kenneth M. Socha
Title: Senior Managing Director

SCHEDULE I
TO TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

Serial #: <u>74561663</u> Mark: IRISCAN	Filing Dt: 08/16/1994	Reg #: <u>1983014</u>	Reg. Dt: 06/25/1996
Serial #: <u>74572674</u> Mark: IRISCAN	Filing Dt: 09/12/1994	Reg #: <u>1983038</u>	Reg. Dt: 06/25/1996
Serial #: <u>75330021</u> Mark: IRIS ENGINE	Filing Dt: 07/24/1997	Reg #: <u>2377884</u>	Reg. Dt: 08/15/2000
Serial #: <u>75330233</u> Mark: IRISCODE	Filing Dt: 07/24/1997	Reg #: <u>2302544</u>	Reg. Dt: 12/21/1999
Serial #: <u>75712596</u> Mark: IRISACCESS	Filing Dt: 05/24/1999	Reg #: <u>2440052</u>	Reg. Dt: 04/03/2001
Serial #: <u>75786324</u> Mark: PC IRIS	Filing Dt: 08/26/1999	Reg #: <u>2576786</u>	Reg. Dt: 06/04/2002
Serial #: <u>76042857</u> Mark: ANONYMOUS AUTHENTICATION	Filing Dt: 05/08/2000	Reg #: <u>2762170</u>	Reg. Dt: 09/09/2003
Serial #: <u>76114710</u> Mark: IRIDIAN TECHNOLOGIES	Filing Dt: 08/23/2000	Reg #: <u>2643924</u>	Reg. Dt: 10/29/2002
Serial #: <u>76115015</u> Mark: IRIDIAN	Filing Dt: 08/23/2000	Reg #: <u>2646711</u>	Reg. Dt: 11/05/2002
Serial #: <u>76154240</u> Mark: IRIDIAN	Filing Dt: 10/26/2000	Reg #: <u>2602449</u>	Reg. Dt: 07/30/2002
Serial #: <u>76154241</u>	Filing Dt: 10/27/2000	Reg #: <u>2684378</u>	Reg. Dt: 02/04/2003

Mark: IRIDIAN TECHNOLOGIES

Serial #: <u>76154242</u>	Filing Dt: 10/27/2000	Reg #: <u>2669905</u>	Reg. Dt: 12/31/2002
Mark: KNOWHO			
Serial #: <u>76155044</u>	Filing Dt: 10/27/2000	Reg #: <u>2664167</u>	Reg. Dt: 12/17/2002
Mark: PRIVATE ID			
Serial #: <u>76271328</u>	Filing Dt: 06/13/2001	Reg #: <u>2525177</u>	Reg. Dt: 01/01/2002
Mark: AUTHENTICAM			
Serial #: <u>76487617</u>	Filing Dt: 02/05/2003	Reg #: <u>3090619</u>	Reg. Dt: 05/09/2006
Mark: PROOF POSITIVE			
Serial #: <u>76496778</u>	Filing Dt: 03/05/2003	Reg #: <u>2896235</u>	Reg. Dt: 10/19/2004
Mark: IRISKEY			
Serial #: <u>76592673</u>	Filing Dt: 05/17/2004	Reg #: <u>3006308</u>	Reg. Dt: 10/11/2005
Mark: OPENIRIS			

PATENTS

Patent #: 4641349 **Issue Dt:** 02/03/1987 **Application #:** 06703312 **Filing Dt:** 02/20/1985
Title: IRIS RECOGNITION SYSTEM

Patent #: 5291560 **Issue Dt:** 03/01/1994 **Application #:** 07729638 **Filing Dt:** 07/15/1991
Title: BIOMETRIC PERSONAL IDENTIFICATION SYSTEM BASED ON IRIS ANALYSIS

Patent #: 5717512 **Issue Dt:** 02/10/1998 **Application #:** 08648324 **Filing Dt:** 05/15/1996
Title: COMPACT IMAGE STEERING AND FOCUSING DEVICE

Patent #: 6069967 **Issue Dt:** 05/30/2000 **Application #:** 08964359 **Filing Dt:** 11/04/1997
Title: METHOD AND APPARATUS FOR ILLUMINATING AND IMAGING EYES THROUGH EYEGLASSES

Patent #: 6064752 **Issue Dt:** 05/16/2000 **Application #:** 08964452 **Filing Dt:** 11/04/1997
Title: METHOD AND APPARATUS FOR POSITIONING SUBJECTS BEFORE A SINGLE CAMERA

Patent #: 6005704 **Issue Dt:** 12/21/1999 **Application #:** 08980266 **Filing Dt:** 11/28/1997
Title: CABLE DRIVEN IMAGE STEERING AND FOCUSING DEVICE

Patent #: 6021210 **Issue Dt:** 02/01/2000 **Application #:** 08980989 **Filing Dt:** 12/01/1997
Title: IMAGE SUBTRACTION TO REMOVE AMBIENT ILLUMINATION

Patent #: 5953440 **Issue Dt:** 09/14/1999 **Application #:** 08982364 **Filing Dt:** 12/02/1997
Title: METHOD OF MEASURING THE FOCUS OF CLOSE-UP IMAGES OF EYES

Patent #: 5978494 **Issue Dt:** 11/02/1999 **Application #:** 09034593 **Filing Dt:** 03/04/1998
Title: METHOD OF SELECTING THE BEST ENROLL IMAGE FOR PERSONAL IDENTIFICATION

Patent #: 6594399 **Issue Dt:** 07/15/2003 **Application #:** 09078767 **Filing Dt:** 05/14/1998
Title: METHOD AND APPARATUS FOR INTEGRATING MULTIPLE 1-D FILTERS INTO A DIGITAL IMAGE STREAM INTERFACE

Patent #: 6377699 **Issue Dt:** 04/23/2002 **Application #:** 09199369 **Filing Dt:** 11/25/1998
Title: IRIS IMAGING TELEPHONE SECURITY MODULE AND METHOD

Patent #: 6289113 **Issue Dt:** 09/11/2001 **Application #:** 09200214 **Filing Dt:** 11/25/1998

PATENT

REEL: 018323 FRAME: 0916

Title: HANDHELD IRIS IMAGING APPARATUS AND METHOD

Patent #: 6320610 **Issue Dt:** 11/20/2001 **Application #:** 092224544 **Filing Dt:** 12/31/1998

Title: COMPACT IMAGING DEVICE INCORPORATING ROTATABLY MOUNTED CAMERAS

Patent #: 6332193 **Issue Dt:** 12/18/2001 **Application #:** 09232538 **Filing Dt:** 01/18/1999

Title: METHOD AND APPARATUS FOR SECURELY TRANSMITTING AND AUTHENTICATING BIOMETRIC DATA OVER A NETWORK

Patent #: 6483930 **Issue Dt:** 11/19/2002 **Application #:** 09310302 **Filing Dt:** 05/12/1999

Title: IRIS IMAGING TELEPHONE SECURITY MODULE AND METHOD

Patent #: 6553494 **Issue Dt:** 04/22/2003 **Application #:** 09358593 **Filing Dt:** 07/21/1999

Title: METHOD AND APPARATUS FOR APPLYING AND VERIFYING A BIOMETRIC-BASED DIGITAL SIGNATURE TO AN ELECTRONIC DOCUMENT

Patent #: 6532298 **Issue Dt:** 03/11/2003 **Application #:** 09396083 **Filing Dt:** 09/14/1999

Title: PORTABLE AUTHENTICATION DEVICE AND METHOD USING IRIS PATTERNS

Patent #: 6424727 **Issue Dt:** 07/23/2002 **Application #:** 09436525 **Filing Dt:** 11/23/2002

Title: SYSTEM AND METHOD OF ANIMAL IDENTIFICATION AND ANIMAL TRANSACTION AUTHORIZATION USING IRIS PATTERNS

Patent #: 6753919 **Issue Dt:** 06/22/2004 **Application #:** 09449295 **Filing Dt:** 11/24/1999

Title: FAST FOCUS ASSESSMENT SYSTEM AND METHOD FOR IMAGING

Patent #: 6505193 **Issue Dt:** 01/07/2003 **Application #:** 09452603 **Filing Dt:** 12/01/1999

Title: SYSTEM AND METHOD OF FAST BIOMETRIC DATABASE SEARCHING USING DIGITAL CERTIFICATES

Patent #: 6503163 **Issue Dt:** 01/07/2003 **Application #:** 09467625 **Filing Dt:** 12/0007/2003

Title: PRECISION CABLE DRIVE

Patent #: 6516087 **Issue Dt:** 02/04/2003 **Application #:** 09480371 **Filing Dt:** 0002/04/2003

Title: METHOD FOR REAL TIME CORRELATION OF STEREO IMAGES

Patent #: 6540392 **Issue Dt:** 04/01/2003 **Application #:** 095539974 **Filing Dt:** 03/31/2000

PATENT

REEL: 018323 FRAME: 0917

Title: MICRO-ILLUMINATOR FOR USE WITH IMAGE RECOGNITION SYSTEM

Patent #: 6299306 **Issue Dt:** 10/09/2001 **Application #:** 09540076 **Filing Dt:** 03/31/2000

Title: METHOD AND APPARATUS FOR POSITIONING SUBJECTS USING A HOLOGRAPHIC OPTICAL ELEMENT

PATENT APPLICATIONS

Application #: 09/781333 **Filing Dt:** 02/12/2001

Title: ANONYMOUS BIOMETRIC AUTHENTICATION

Application #: 09/550845 **Filing Dt:** 04/17/2000

Title: METHOD AND APPARATUS FOR ILLUMINATING AND IMAGING EYES THROUGH EYEGLASSES USING MULTIPLE SOURCES OF ILLUMINATION

Application #: 08/982365 **Filing Dt:** 12/21/1997

Title: METHOD OF VERIFYING THE PRESENCE OF AN EYE IN A CLOSE-UP IMAGE

Application #: 08/980684 **Filing Dt:** 12/01/1997

Title: METHOD AND APPARATUS FOR ILLUMINATING AND IMAGING EYES THROUGH EYEGLASSES USING MULTIPLE SOURCES OF ILLUMINATION

Application #: 08/300678 **Filing Dt:** 09/02/1994

Title: AUTOMATED, NON-INVASIVE IRIS RECOGNITION SYSTEMS AND METHODS

Application #: 09/860991 **Filing Dt:** 05/18/2001

Title: APPLICATION-SPECIFIC BIOMETRIC TEMPLATES

Application #: 10/020791 **Filing Dt:** 10/30/2001

Title: METHOD AND APPARATUS FOR SECURELY TRANSMITTING AND AUTHENTICATING BIOMETRIC