

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/30/2004
CONVEYING PARTY DATA	
Name	Execution Date
BioPassword, LLC	12/30/2004
RECEIVING PARTY DATA	
Name:	BioPassword, Inc.
Street Address:	1605 NW Sammamish Road
Internal Address:	Suite 105
City:	Issaquah
State/Country:	WASHINGTON
Postal Code:	98027
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	10704512
Application Number:	11317685
Application Number:	11396786
Application Number:	11349814
Application Number:	11394607
Application Number:	60744111
CORRESPONDENCE DATA	
Fax Number:	(310)820-5988
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	310-207-3800
Email:	janet_gass@bstz.com
Correspondent Name:	Norman Zafman, Esq./Blakely Sokoloff
Address Line 1:	12400 Wilshire Boulevard
Address Line 2:	Suite 700

CH \$240.00 10704512

500240231

PATENT
REEL: 019020 FRAME: 0727

Address Line 4: Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:

06441.G007

NAME OF SUBMITTER:

Norman Zafman

Total Attachments: 7

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UNITED STATES OF AMERICA

The State of  Washington

Secretary of State

I, **Sam Reed**, Secretary of State of the State of Washington and custodian of its seal,
hereby issue this

certificate that the attached is a true and correct copy of

ARTICLES OF MERGER

of

BPW ACQUISITION CORP.

Merging BIOPASSWORD, LLC, a Washington limited liability company (the "Non-Surviving Entity")
with and into BPW ACQUISITION CORP., a Washington corporation (the "Surviving Corporation"); Changing
name to BIOPASSWORD, INC.

as filed in this office on December 30, 2004.

Date: March 8, 2007



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

A handwritten signature in cursive script that reads "Sam Reed".

Sam Reed, Secretary of State

PATENT

REEL: 019020 FRAME: 0729

FILED
SECRETARY OF STATE
SAM REED

December 30, 2004

STATE OF WASHINGTON

ARTICLES OF MERGER
OF
BIOPASSWORD, LLC
a Washington limited liability company
INTO
BPW ACQUISITION CORP.
a Washington corporation

The undersigned, pursuant to Chapter 23B.11 and Chapter 25.15 of the Revised Code of Washington, have executed these Articles of Merger to merge BioPassword, LLC, a Washington limited liability company (the "Non-Surviving Entity"), with and into BPW Acquisition Corp., a Washington corporation, (the "Surviving Corporation").

With respect to said merger, the undersigned companies set forth the following:

1. **The Agreement and Plan of Merger.** The Agreement and Plan of Merger (the "Plan") is attached hereto and made a part hereof by this reference.
2. **Director Approval.** The Plan was approved by the board of directors of the Surviving Corporation and by the board of managers of the Non-Surviving Entity.
3. **Shareholder and Member Approval.** The Plan was approved by the sole shareholder of the Surviving Corporation and by the sole member of the Non-Surviving Entity.
4. **Change in the Name of the Surviving Corporation.** The Plan provides for a change in the name of the Surviving Corporation to: BioPassword, Inc.
5. **Effective Date.** The merger shall become effective on January 1, 2005.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto declare that the above stated facts were true as of the date of signature and execute these Articles of Merger this 30th day of December 2004.

BIOPASSWORD, LLCBy: 

Mark DiSalle, manager

BPW ACQUISITION CORP.By: 

Mark DiSalle, Chairman and CEO

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made as of December 30, 2004, by and among BioNet Systems, LLC, a Washington limited liability company ("Parent"), BPW Acquisition Corp., a Washington corporation (the "Company"), and BioPassword, LLC, a Washington limited liability company and a wholly owned subsidiary of Parent ("BioPassword").

WHEREAS, in conjunction with an investment in the Company by several investors pursuant to a Stock Purchase Agreement of even date herewith by and among several investors and BioPassword (the "Investment Agreement"), Parent wishes to contribute the assets of BioPassword by means of a merger of BioPassword with and into the Company in exchange for shares of common stock of the Company and shares of Series A Preferred Stock of Company; and

WHEREAS, for U.S. Federal income tax purposes, the parties to the Investment Agreement, Parent and the Company intend that the contribution of BioPassword's assets to the Company by means of the merger contemplated by this Agreement, and the contribution of funds by the investors to the Company pursuant to the terms of the Investment Agreement, to be treated together as a single transaction qualifying under Section 351(a) of the Internal Revenue Code of 1986, as amended (the "Code").

NOW, THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Company, Parent and BioPassword hereby agree as follows:

ARTICLE 1

THE MERGER

1.1. The Merger. Subject to the terms and conditions hereinafter set forth, and in accordance with the Washington Business Corporation Act, BioPassword shall be merged with and into the Company (the "Merger"). Following the Merger, the Company shall continue as the surviving corporation (the "Surviving Corporation"), and, as provided in Section 1.5, the name of the Surviving Corporation shall be changed to "BioPassword, Inc." The separate existence of BioPassword shall cease.

1.2. Effective Date. The date on which the Merger shall become effective shall be January 1, 2005 (the "Effective Date").

1.3. Effects of the Merger. The effect of the Merger shall be as provided by the applicable provisions of the laws of the State of Washington. Without limiting the generality of the foregoing, and subject thereto, at the Effective Date: the separate existence of BioPassword shall cease; the Surviving Corporation shall possess all of the rights, privileges, interests, immunities, powers, franchises and authority, of a public as well as a private nature, and all the assets and properties of every kind or description, of each of the constituent corporations; and all debts, liabilities and obligations belonging to or due any of

the constituent corporations shall be vested in and become the obligations of, the Surviving Corporation, without further action or deed. If at any time after the Effective Date the Surviving Corporation shall consider it to be advisable that any further conveyances, agreements, documents, instruments, and assurances of law or any other things are necessary or desirable to vest, perfect, confirm, or record in the Surviving Corporation the title to any property, rights, privileges, powers, and franchises of the constituent corporations or otherwise to carry out the provisions of this Agreement, the proper officers of the constituent corporations last in office shall execute and deliver, upon the Surviving Corporation's request, any and all proper conveyances, agreements, documents, instruments, and assurances of law, and do all things necessary or proper to vest, perfect, or confirm title to such property, rights, privileges, powers, and franchises in the Surviving Corporation, and otherwise to carry out the provisions of this Agreement.

1.4. Conversion of Equity Interests. On the Effective Date, without further action by the holder thereof, (a) all member interests in BioPassword shall automatically be converted into four million one hundred thousand (4,100,000) shares of common stock of the Company and two million one hundred twenty-five thousand (2,125,000) shares of Series A Preferred Stock of the Company and (b) all other shares of capital stock of the Company outstanding prior to the Effective Date shall be cancelled.

1.5. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be amended at the Effective Date to change the name of the Surviving Corporation to "BioPassword, Inc." Except as amended hereby, the Articles of Incorporation of the Surviving Corporation in effect immediately prior to the Effective Date shall be and remain the Articles of Incorporation of the Surviving Corporation.

1.6. Bylaws. The Bylaws of the Surviving Corporation in effect immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation.

1.7. Directors and Officers. The directors and officers of the Surviving Corporation in office on the Effective Date shall be the directors and officers of the Surviving Corporation from and after the Effective Date.

ARTICLE 2

MISCELLANEOUS

2.1. Successors and Assigns. Except as otherwise specifically provided herein, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm, or corporation, other than the constituent corporations any rights or remedies under or by reason of this Agreement. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.2. Filing. This Agreement shall be filed together with Articles of Merger with the Secretary of State of the State of Washington as required by the laws of the State of Washington.

2.3. Headings. The headings in this Agreement are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Agreement.

2.4. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Washington.

2.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed will be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger on the date first above written.

BIONET/SYSTEMS, LLC

By: 

Name: Mark DiSalle, manager

BIOPASSWORD, LLC

By: 

Name: Mark DiSalle, manager

BPW ACQUISITION CORP.

By: 

Name: Mark DiSalle, Chairman and CEO

TOTAL P.09

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