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SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
N			ame	Execution Date	
Tamio Saito				05/29/2007	
RECEIVING PARTY DATA					
Name:	IVI Smart Technologies, Inc.				
Street Address:	526 West 26th Street				
Internal Address:	Suite 710				
City:	New York				
State/Country:	NEW YORK				
Postal Code:	10001				
PROPERTY NUMBERS Total: 1					
Property Type			Number		
Application Number: 0608		06089	9565		0000565
CORRESPONDENCE DATA					
Fax Number:(650)326-2422Correspondence will be sent via US Mail when the fax attempt is unsuccessful.					
Phone: (650) 326-2400					
Email: psc@townsend.com Correspondent Name: Townsend and Townsend and Crew					
Address Line 1: Two Embarcadero Center, 8th Floor					
Address Line 4: San Francisco, CALIFORNIA 94111					
ATTORNEY DOCKET NUMBER:		026893-001000US			
NAME OF SUBMITTER:		Philip H. Albert			
Total Attachments: 3 source=Assignment 026893-001000US#page1.tif source=Assignment 026893-001000US#page2.tif source=Assignment 026893-001000US#page3.tif					

ASSIGNMENT

WHEREAS, **Tamio Saito**, a citizen of the United States of America, whose post office address is 1810 Old Oakland Road, Suite F, San Jose, California 95131, U.S.A., (hereinafter referred to as the ASSIGNEE), has invented certain improvements relating to

BIOMETRICS SMART CARD

for which a Provisional Application for Patent of the United States was filed in the United States Patent and Trademark Office on March 19, 2007, and assigned Application No. 60/895,651 (hereinafter referred to as said APPLICATION).

AND WHEREAS, IVI Smart Technologies, Inc., a corporation organized and existing under the laws of Delaware, and whose post-office address is 526 W. 26th Street, Suite 710, New York, NY 10001 (hereinafter known as the ASSIGNEE), and of which E-Smart Technologies, Inc., a corporation organized and existing under the laws of Nevada is a subsidiary, is desirous of acquiring the entire right, title and interest for the United States and throughout the world in and to said APPLICATION and all of the inventions and discoveries disclosed and/or claimed therein, and to and in any and all provisional and non-provisional applications claiming the priority, in whole or in part, or any other benefit of the APPLICATION and to and in any and all divisions and continuations of any of them and/or any and all applications based on or including, in whole or in part, the aforesaid inventions and discoveries and any and all the inventions and discoveries disclosed and/or claimed in any of them, and any and all Letters Patent which may be granted or issued thereon or therefore, including any and all renewals, reissues, and prolongations thereof (hereinafter the RIGHTS).

NOW, THIS WITNESSETH that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in confirmation of prior agreement and understanding so providing, and for recordal and all other purposes, said ASSIGNOR, hereby assigns, sells and transfers to said ASSIGNEE, its successors, assigns and legal representatives, the entire and exclusive right, title and interest in and to said RIGHTS, including for example said APPLICATION and all of the inventions and discoveries disclosed and/or claimed therein and there to and in any and all provisional and non-provisional applications claiming the priority, in whole or in part, or any other benefit of the APPLICATION and to and in any and all divisions and continuations of any of them and/or any and all applications based on or including in whole or in part the aforesaid inventions and discoveries and any and all the inventions and discoveries disclosed and/or claimed in any of them for the United States and throughout the world, and any and all Letters Patent which may be granted or issued thereon or therefore, said ASSIGNEE and its successors, assigns and legal representatives to have, hold, exercise and enjoy the said RIGHTS, including for example all the aforesaid inventions, discoveries and applications and any and all Letters Patent which may be granted or issued thereon or therefore, and any and all renewals, reissues and prolongations thereof, with all the rights, powers, privileges, and advantages in any

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powers, privileges, and advantages in any ways arising from or pertaining thereto, for and during the term or terms of any and all such Letters Patent when granted, and any and all renewals, reissues, and prolongations thereof, for the use and benefit of said ASSIGNEE and its successors, assigns and legal representatives in as ample and beneficial a manner to all intents and purposes as the ASSIGNOR, would have held and enjoyed if there had been and were no assignment or license of them.

AND said ASSIGNOR hereby agrees to provide all information, records and declarations, and to execute all papers necessary for the ASSIGNEE, its successors, assigns and legal representatives, to file, prosecute, transfer, license or enforce any and all of said RIGHTS, including, for example, all applications and all patents issued on them in the United States and in all foreign countries for any or all of the aforesaid inventions and discoveries, and for example to assign or confirmatorily assign the same to said ASSIGNEE or, in whole or in part, to any assignee at the request of ASSIGNEE, and to execute any other papers that may be needed and are requested by Assignee, in connection with filing the applications and securing and enforcing Letters Patent thereon. If any reasonable expense is incurred by ASSIGNOR, in the aforesaid providing of information, records, declarations and executed papers as requested by ASSIGNEE, ASSIGNOR, shall, upon receipt of itemized invoices therefore, be promptly reimbursed in full by ASSIGNEE.

AND said ASSIGNOR authorizes and requests the Commissioner of Patents in the United States, and the corresponding official or entity in all foreign countries to issue all Letters Patent as may be appropriate under the applicable law, including, for example, on any and all non-provisional applications claiming the benefit of the provisional or non-provisional applications, divisions and continuations referred to hereinabove and/or based on or including, in whole or in part, the aforesaid inventions and discoveries, to said ASSIGNEE, its successors, assigns and legal representatives, in accordance herewith.

AND said ASSIGNOR, hereby covenants that no assignment, sale, agreement, license or other encumbrance has been or will be made or entered into which would conflict with this assignment.

IN TESTIMONY WHEREOF, this assignment is executed on the date listed below.

First Witness:

(Name)

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1-29-09 \bigcirc Tamio Saito Date

(Date)

Second Witness:

(Name)

(Date)