

**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>
EVERMEDIA CO., LTD.	12/14/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EVERMEDIA CAPITAL, LLC.
<b>Street Address:</b>	225 FRANKLIN STREET
<b>Internal Address:</b>	26TH FLOOR
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	10656921
Application Number:	10656885
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	EVRMD.001C1/002C1
<b>NAME OF SUBMITTER:</b>	Mincheol Kim

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Total Attachments: 4  
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## ASSIGNMENT AGREEMENT

This Assignment Agreement (this "*Agreement*") is made on the 14<sup>th</sup> of December, 2006 (the "*Effective Date*") by and between EVERMEDIA CO. LTD., a company formed under the laws of the Republic of Korea ("*Evermedia Korea*"), and EVERMEDIA CAPITAL, LLC, a Delaware limited liability company ("*Evermedia Capital*"). Evermedia Korea and Evermedia Capital are collectively referred to herein as the "*Parties*" and individually as a "*Party*."

### RECITALS

A. Pursuant to a License Agreement dated August 8, 2006 (the "*License Agreement*"), Evermedia Korea granted Evermedia Capital a license to certain patents and other intellectual property rights related to iris scanning.

B. The parties now desire that the Patent Rights be assigned by Evermedia Korea to Evermedia Capital in accordance with the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the covenants recited in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### Article 1 - Definitions

Except as otherwise expressly provided in this Agreement, capitalized terms used herein which are defined in the License Agreement shall have the meanings specified for such terms in the License Agreement.

1.1 "*Patent Rights*" has the meaning set forth in the License Agreement. The Patent Rights include the patents and patent applications on Schedule A hereto.

#### Article 2 - Assignment

2.1 **Patent Assignment.** Subject to the license rights granted under the License, Evermedia Korea hereby assigns and transfers to Evermedia Capital, its successors and assigns, all of its right, title, and interest in and to the Patent Rights, and all rights and privileges related thereto including without limitation all rights to sue others for past, present, and future acts of infringement of the Patent Rights, and to retain all revenues received from others for past acts of infringement of the Patent Rights (the "*Transferred Patent Rights*").

2.2 **Authorization to Patent Offices.** Evermedia Korea hereby authorizes and requests the appropriate officers in the United States Patent and Trademark Office and in foreign patent offices, as appropriate, to issue to Evermedia Capital any and all patents that may be granted upon applications forming a part of the Patent Rights, and to index this Agreement against any and all of such patents and patent applications forming a part of the Patent Rights.

H.K. Park

**2.3 Further Assurances.** Evermedia Korea further agrees for itself, its successors, assigns, and legally bound predecessors, without further consideration to Evermedia Korea but at Evermedia Capital's expense, to testify in legal proceedings, make all lawful oaths, execute any further legal documents, including any further assignments, such as individual assignments for recordation in the U.S. and foreign patent offices, which may be in the form of Exhibit A, and to perform all acts, that may be necessary to complete the assignment of Evermedia Korea's interest in and to the Transferred Patent Rights. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any such legal document, and unless otherwise agreed in writing, the terms and conditions of this Agreement shall be controlling. Consequently the terms and conditions of this Agreement shall control over those of any other documents assigning any part of the Transferred Patent Rights whether executed on even date herewith or thereafter.

**2.4 Controlling Agreement.** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the License Agreement, the terms and conditions of this Agreement control; provided, however, that if there is a patent or patent application listed as being assigned or sold to Evermedia Capital on the schedules of the License Agreement but not Schedule A attached hereto, Evermedia Korea hereby assigns and transfers, to Evermedia Capital, all of its rights, title and interest, under the terms and conditions of this Agreement as if it was listed on Schedule A attached hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

EVERMEDIA CO. LTD.

EVERMEDIA CAPITAL, LLC

By: Hyeong K. Park

By: Jonathan H. Sym  
Jonathan H. Sym, Member

Name: Hyeong Keun Park

Title: CEO

Exhibit A

CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

EVERMEDIA CO. LTD., a company formed under the laws of the Republic of Korea (herein referred to as "Assignor") hereby acknowledges that pursuant to the License Agreement by and between Assignor and EVERMEDIA CAPITAL, LLC, a Delaware limited liability company, its successors and assigns, (herein referred to as "Assignee") executed August 8, 2006 and the Assignment Agreement by and between Assignor and Assignee executed December \_\_, 2006, Assignor sold, assigned, transferred, and set over, unto Assignee, the entire right, title, and interest in, to and under the patents and patent applications as set forth below, all divisional, continuation, continuation-in-part, renewal, reissue, reexamination, or other patent applications based upon the patents and patent applications set forth below, any patents or reexamination certificates issuing from any of said divisional, continuation-in-part, renewal, reissue, reexamination, or other patent applications claiming filing priority from the patents and patent applications set forth below, and any and all claims, demands, causes of action, damages and remedies of every kind recoverable at law or in equity or otherwise from any and every party for any and every infringement of such patents and patent applications together with the rights to bring and maintain any action for past infringements and for the recover of damages and fees:

Patents

<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
10/656885	9/05/2003	20044114781	
10/656921	9/05/2003	20040114782	

Assignor agrees that Assignee may record this Confirmatory Assignment in the U.S. Patent & Trademark Office and other patent offices, where it will be open for public inspection.

Date: By: *Hyeong Keun Park*

Name: Hyeong Keun Park  
Title: CEO  
Company: EVERMEDIA CO. LTD.

State of:

County of:

The preceding Assignment was acknowledged before this \_\_ day of December, 2006 by

\_\_\_\_\_  
Notary Public

My Commission Expires: