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12-4-07

1. Name of conveying party(ies):
BNS Systems Corporation (formerly known as BioNetrix Systems Corporation)

Additional name of conveying party(ies) attached? Yes No

3. Nature of conveyance:
Execution Date(s) March 30, 2006

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Citibank, N.A.

Internal Address: _____

Street Address: 909 Third Avenue, 15th Floor

City: New York

State: NY

Country: USA Zip: 10022

Additional Name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

12/05/2007 CNGUYEN2 00000104 504402 11987775

01 FC:0021

40.00 OP

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning this document should be mailed:

Name: George T. Marcou

Internal Address: King & Spalding LLP

Street Address: 1700 Pennsylvania Avenue

City: Washington

State: DC Zip: 20006

Phone Number: 202-737-0500

Fax Number: 202-626-3737

Email Address: DCPatents@KSLaw.com

6. Total number of applications and patents involved: One (CITI0316-CIP-CON1)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 2009
Expiration Date 07/2012

b. Deposit Account Number 50-4402

Authorized User Name King & Spalding LLP

9. Signature:

Signature

December 4, 2007

Date

George T. Marcou, Reg. #33,014

Total number of pages including cover sheet, attachments, and documents

7

Name of Person Signing

ASSIGNMENT OF PATENT RIGHTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BNX Systems Corporation** (formerly known as **BioNetrix Systems Corporation**), a Delaware Corporation, with a principal place of business at 1953 Gallows Road, Suite 500, Vienna, Fairfax County, Virginia ("**Assignor**"), does hereby sell, assign, transfer and convey unto **Citibank, N.A.**, a national banking association, having an office at 909 Third Avenue - 15th Floor, New York, NY 10022 ("**Assignee**"), and its successors and assignees, all right, title and interest that exist today and may exist in the future in and to all of the following (the "**Patent Rights**"): (a) the provisional patent applications, patent applications and patents listed below, (b) all patents or patent applications to which any of the foregoing claim priority, and (c) current or future rights to (i) provisional patent applications, patent applications, and patents of any kind relating to any inventions and discoveries described in any provisional patent applications, patent applications and patents listed below; (ii) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and (iii) foreign counterparts to any of the foregoing, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants; (d) the rights to all inventions and discoveries described in any provisional patent application, patent application or patent listed below and all other rights arising out of such inventions and discoveries; (e) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections or other governmental grants of any type related to the any of the foregoing categories (a), (b), (c) and (d), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding; (f) causes of action (whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under the provisional patent applications, patent applications and patents listed below and/or under or on account of any of the foregoing categories (b), (c) and/or (d) to

- (i) damages,
- (ii) injunctive relief and
- (iii) other remedies of any kind

for past, current and future infringement; and

(g) all rights to collect royalties and other payments under or on account of any of the foregoing.

Docket No.	Matter Type	Filing Date	Application No.	Title
1793.0010000	US Patent No. 6,256,737	03/09/99	09/264,726	System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices
1793.001EP00	European Patent Application (1793.0010000)	03/07/00	00913740.7	System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices
1793.001JP00	Japanese Patent Application (1793.0010000)	03/07/00	2000-604366	System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices
1793.001PC00	PCT Patent Application (1793.0010000)	03/07/00	PCT/US00/05722	System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices
1793.001TW00	Taiwan Patent No. 155887 (1793.0010000)	05/29/00	89104202	System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices
1793.0010001	U.S. Patent Application - Continuation-in-part application from 1793.0010000	03/01/00	09/517,121	System, Method and Computer Program Product for an Authentication Management Infrastructure
1793.001PC01	PCT Patent Application (1793.001PC01)	03/01/01	PCT/US01/06499	System, Method and Computer Program Product for an Authentication Management Infrastructure
1793.0010002	U.S. Provisional Patent Application	01/23/03	60/441,755	System and Method for Authentication
1793.0160000	U.S. Provisional Patent Application	02/04/00	60/180,279	Method and System for Enrolling and Authenticating HTTP Enabled Clients for Access to Resources

Docket No.	Matter Type	Filing Date	Application No.	Title
1793.0160001	U.S. Non-Provisional Patent Application	10/25/00	09/695,060	System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information
1793.016CA01	Canadian Patent Application (1793.0160001)	02/05/01	2,398,584	System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information
1793.016JP01	Japanese Patent Application (1793.0160001)	02/05/01	2001-556451	System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information
1793.016PC01	PCT Patent Application (1793.0160001)	02/05/01	PCT/US01/03541	System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information
1793.0160002	U.S. Non-Provisional Patent Application - CIP			System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information
1793.0170000	U.S. Provisional Patent Application	02/28/05	60/185,380	Method and System for Integration Online Web Applications with the Bio-HTTP Authentication Management Infrastructure
1793.0280000	U.S. Provisional Patent Application	3/23/2000	60/191,471	A System and Method for Providing Unified Authentication Services for On-line Applications

Docket No.	Matter Type	Filing Date	Application No.	Title
1793.0280001	U.S. Non-Provisional Patent Application	3/23/2001	09/814,971	A System and Method for Providing Unified Authentication Services for On-line Applications
1793.028CA01	Canadian Patent Application (1793.0280001)	03/23/01	2,403,383	A System and Method for Providing Unified Authentication Services for On-line Applications
1793.028JP01	Japanese Patent Application (1793.0280001)	03/23/01	2001-570010	A System and Method for Providing Unified Authentication Services for On-line Applications
1793.028PC01	PCT Patent Application (1793.0280001)	03/23/01	PCT/US01/09188	A System and Method for Providing Unified Authentication Services for On-line Applications
1793.0310000	U.S. Provisional Patent Application	12/18/01	60/255,902	System And Method For Automatically Detecting And Then Self-Repairing Corrupt Or Deleted Files Of The Authentication System
1793.0310001	U.S. Non-Provisional Patent Application	12/17/01	10/015,886	System and Method for Automatically Detecting and then Self-Repairing Corrupt, Modified or Non-Existent Files via a Communication Medium
1793.031PC01	PCT Application (1793.0310001)	12/18/00	PCT/US01/48374	System and Method for Automatically Detecting and then Self-Repairing Corrupt, Modified or Non-Existent Files via a Communication Medium
17107/002001	U.S. Patent Application (10/797,177)	09/24/04	10/797,177	Method and Apparatus For Managing Workflow in a Single Sign-On Framework
17107/002EP1	EP Patent Application	03/10/05	EP05101888.5	Method and Apparatus For Managing Workflow in a Single Sign-On Framework

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained approval of the U.S. Bankruptcy Court for the Eastern District of Virginia, Alexandria Division, as necessary to make the assignments, and to carry out its obligations under this Assignment of Patent Rights;

(2) Assignor owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments and certificates reflecting corporate name change(s) for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants that may be granted upon any of the Patents Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor shall, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights. Such assistance shall include to the extent of the ability of Assignor, providing, and obtaining from the respective inventors, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, additional powers of attorney, specifications, declarations or other papers and other assistance reasonably necessary for filing patent applications, complying with any duty of disclosure, and conducting prosecution, reexamination, reissue, interference or other priority proceedings, opposition proceedings, cancellation proceedings, public use proceedings, infringement or other court actions and the like with respect to the Patent Rights. With prior written approval by Assignee, Assignee will pay Assignor's reasonable costs and expenses directly incurred in connection with any requested assistance as provided herein.

Grant of Power of Attorney. By virtue of the execution of this Agreement by Assignor, Assignor hereby irrevocably appoints and authorizes Assignee, Citibank, N.A., as its agent and attorney-in-fact to take such action as agent and attorney-in-fact on Assignor's behalf for the accomplishment of the proper and full assignment of the Patent Rights as described herein, expressly including, without limitation, the power to execute and sign on behalf of

Assignor all further assignment, recordal and/or other documents necessary to perfect the chain-of-title to reflect the parties intent as set forth in this Agreement.

The terms and conditions of this Assignment of Patent Rights shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at VIENNA, VA 22182 on 3/30/06

ASSIGNOR

By: Keith J. Gomez

Name: KEITH J. GOMEZ

Title: CFO

(Signature MUST be notarized)

STATE OF Virginia)
) ss.
COUNTY OF Fairfax)

On 03/30/06, before me, Suzanne Adams
Notary Public in and for said State, personally appeared Keith J. Gomez
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person whose name is subscribed to the within instrument and acknowledged to me that
he/she executed the same in his/her authorized capacity, and that by his/her signature on the
instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Signature Suzanne Adams

My commission expires: 01/31/2009

