

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Certificate of Sale
CONVEYING PARTY DATA	
Name	Execution Date
Comerica Bank	08/23/2002
RECEIVING PARTY DATA	
Name:	Syskey International
Street Address:	1933 O'Toole Avenue, Suite #A109
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7068506
CORRESPONDENCE DATA	
Fax Number:	(206)359-9398
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	206-359-8000
Email:	aperez@perkinscoie.com
Correspondent Name:	Perkins Coie LLP
Address Line 1:	P.O. Box 1247
Address Line 2:	PATENT-SEA
Address Line 4:	Seattle, WASHINGTON 98111
ATTORNEY DOCKET NUMBER:	32052.8037.US01
NAME OF SUBMITTER:	Anndreya Perez
Total Attachments: 2	
source=Certificate_of_Sale_Comerica_to_Syskey#page1.tif	
source=Certificate_of_Sale_Comerica_to_Syskey#page2.tif	

OP \$40.00 7068506

CERTIFICATE OF SALE

A. Comerica Bank ("Secured Party") does hereby transfer, convey and sell, by private sale, pursuant to the provisions of Section 9610 of the California Uniform Commercial Code, to Syskey International, a California corporation ("Buyer"), all of the rights of InClose Design, Inc. ("Debtor") in and to all accounts, chattel paper, contract rights, general intangibles, inventory, fixtures, goods, personal property, instruments, equipment, documents, U.S. Patents and patent applications and trademarks, wherever located ("Collateral") except for the following: (i) cash on hand or in any banking or investment accounts, wherever located; (ii) any rights to tax refunds, whether or not filed; and (iii) any rights in and to that certain Promissory Note dated March 31, 2002 in the original amount of \$350,000 issued by Antares Microsystems, Inc. The consideration for this sale is \$470,379 payable by Buyer to Secured Party in cash upon delivery of this Certificate.

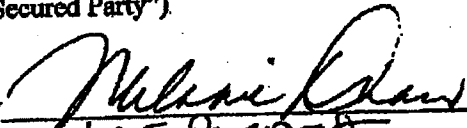
B. This sale transfers to Buyer all right, title and interest in and to the Collateral of Debtor free and clear of all liens and security interests of Secured Party and any subordinate liens or security interests in and to the Collateral.

C. This sale is made "as is," "where is" and "if is," with all faults. Except as specifically provided herein, Secured Party does not make any warranties, expressed or implied, including warranties relating to title, possession, quiet enjoyment or the like, to Buyer and Buyer does hereby expressly waive the implied warranties of merchantability and fitness for use. Buyer acknowledges that it is not relying upon any representations of Secured Party, except as may be specifically provided herein, and that it has examined the quantity, quality and value of the Collateral and has accepted the same. Buyer further acknowledges that it is a merchant of the Collateral as that term is defined in the Uniform Commercial Code. Buyer shall be responsible for payment of sales taxes, if any, arising from this sale.

D. Secured Party hereby authorizes Buyer to take any and all appropriate action in connection with the transfer of the rights, title and interest in and to the Collateral, in the name of Secured Party or in its own or any other name, but at its own expense; and to have and to hold such rights, title and interest in and to the Collateral for itself and its successors and assigns forever.

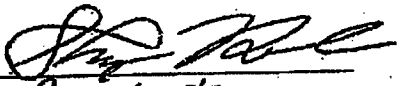
EXECUTED at San Jose, California, this 23rd day of August, 2002.

Comerica Bank
("Secured Party")

By 
Title VICE PRESIDENT
of Comerica Bank - California, as agent

The foregoing is agreed and accepted:

Syskey International
("Buyer")

By 
Title President