

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/22/2002
CONVEYING PARTY DATA	
Name	Execution Date
Visionics Corporation	02/22/2002
RECEIVING PARTY DATA	
Name:	Identix Incorporated
Street Address:	5705 West Old Shakopee Road
Internal Address:	Suite 100
City:	Bloomington
State/Country:	MINNESOTA
Postal Code:	55437
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09698624
CORRESPONDENCE DATA	
Fax Number:	(510)663-0920
Phone:	510-663-1100
Email:	lervin@wavsip.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Weaver Austin Villeneuve & Sampson LLP
Address Line 1:	555 12th Street
Address Line 2:	Suite 1700
Address Line 4:	Oakland, CALIFORNIA 94607
ATTORNEY DOCKET NUMBER:	IDTXP044
NAME OF SUBMITTER:	Denise Bergin

CH \$40.00 09698624

Total Attachments: 10

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ANNEX A

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

IDENTIX INCORPORATED
VIPER ACQUISITION CORP.

AND

VISIONICS CORPORATION

DATED AS OF FEBRUARY 22, 2002

PATENT
REEL: 027262 FRAME: 0279

NON-RELEVANT SECTIONS OF THE MERGER REDACTED

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of February 22, 2002 by and among Identix Incorporated, a Delaware corporation ("Identix"), Viper Acquisition Corp., a Delaware corporation and wholly-owned subsidiary of Identix ("Merger Sub"), and Visionics Corporation, a Delaware corporation ("Visionics"), with respect to the following facts:

A. The respective boards of directors of Identix, Merger Sub and Visionics have approved and declared advisable the merger of Merger Sub with and into Visionics (the "Merger"), upon the terms and subject to the conditions set forth herein, and have determined that the Merger and the other transactions contemplated by this Agreement are fair to, and in the best interests of, their respective stockholders.

B. Pursuant to the Merger, among other things, the outstanding shares of Visionics Common Stock, \$0.01 par value ("Visionics Common Stock"), will be converted into shares of Identix Common Stock, \$0.01 par value ("Identix Common Stock"), at the rate set forth herein.

C. Simultaneously with the execution and delivery of this Agreement and as a condition and inducement to Identix' and Merger Sub's willingness to enter into this Agreement, Identix is entering into Voting Agreements in the form of Exhibit A attached hereto with each of the members of the Board of Directors and each officer of Visionics in their respective capacities as stockholders of Visionics (the "Visionics Voting Agreements").

D. Simultaneously with the execution and delivery of this Agreement and as a condition and inducement to Visionics' willingness to enter into this Agreement, Visionics is entering into Voting Agreements in the form of Exhibit B attached hereto with each of the members of the Board of Directors and each officer of Identix in their respective capacities as stockholders of Identix (the "Identix Voting Agreements").

E. For United States federal income tax purposes, it is intended that the Merger will qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code").

The parties agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of Delaware General Corporation Law ("Delaware Law"), (i) Merger Sub shall be merged with and into Visionics, (ii) the separate corporate existence of Merger Sub shall cease, and (iii) Visionics shall be the surviving corporation and a wholly owned subsidiary of Identix. Visionics, as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 Closing; Effective Time. The closing of the Merger and the other transactions contemplated hereby (the "Closing") will take place at 10:00 a.m., local time, on a date to be specified by the parties (the "Closing Date"), which shall be no later than the second business day after satisfaction or waiver of the conditions set forth in Articles VI and VII, unless another time or date is

Effective Time all the property, rights, privileges, powers and franchises of Visionics and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of Visionics and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation; Bylaws.

(a) Subject to Section 5.8, from and after the Effective Time, the certificate of incorporation of Merger Sub, as in effect immediately prior to the Effective Time, shall be the certificate of incorporation of the Surviving Corporation; provided, however, that at the Effective Time the certificate of incorporation of Merger Sub shall be amended so that the name of the Surviving Corporation shall be "Visionics Corporation".

(b) Subject to Section 5.8, from and after the Effective Time the bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation.

1.5 Directors and Officers of the Surviving Corporation. The directors and officers of Merger Sub immediately prior to the Effective Time shall serve as the initial directors and officers of the Surviving Corporation, until their respective successors are duly elected or appointed and qualified.

ARTICLE II

CONVERSION OF SHARES

2.1 Conversion of Stock. Pursuant to the Merger, and without any action on the part of the holders of any outstanding shares of capital stock or securities of Visionics or Merger Sub:

(a) As of the Effective Time, each share of Visionics Common Stock, together with the rights (the "Visionics Rights"), if any, associated with each such share issued in connection with the Visionics Rights Agreement (the "Visionics Rights Plan") dated May 2, 1996 between Visionics and Wells Fargo Bank, issued and outstanding immediately prior to the Effective Time (other than shares of Visionics Common Stock to be canceled pursuant to Section 2.1(c)), shall be automatically converted into 1.3436 (the "Exchange Ratio") fully paid and nonassessable shares of Identix Common Stock.

(b) As of the Effective Time, each holder of a certificate or certificates which immediately prior to the Effective Time represented outstanding shares of Visionics Common Stock shall cease to have any rights with respect thereto, except the right to receive (i) a certificate (or direct registration) representing the number of whole shares of Identix Common Stock into which such shares have been converted (the "Identix Certificates"), and (ii) cash in lieu of fractional shares of Identix Common Stock in accordance with Section 2.1(f), without interest.

(c) As of the Effective Time, each share of Visionics Common Stock held of record immediately prior to the Effective Time by Visionics, Merger Sub, Identix or any Subsidiary (as defined in Section 2.1(g)) of Visionics or of Identix shall be canceled and extinguished without any conversion thereof.

(d) As of the Effective Time, each share of Common Stock, \$0.01 par value, of Merger Sub (the "Merger Sub Common Stock") issued and outstanding

Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), with respect to any former employees or qualifying beneficiaries thereunder, except for obligations that would not have, individually or in the aggregate, a Visionics Material Adverse Effect. There are no controversies pending or, to the knowledge of Visionics or any of the Visionics Subsidiaries, threatened, between Visionics or any of the Visionics Subsidiaries and any of their respective employees, which controversies would have, individually or in the aggregate, a Visionics Material Adverse Effect.

3.17 Intellectual Property Rights.

(a) Visionics and the Visionics Subsidiaries own or have the right to use all intellectual property used to conduct their respective businesses (such intellectual property and the rights thereto are collectively referred to herein as the "Visionics IP Rights"). No royalties or other payments are payable to any Person with respect to commercialization of any products presently sold or under development by Visionics or the Visionics Subsidiaries.

(b) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not constitute a material breach of any instrument or agreement governing any Visionics IP Rights, will not (i) cause the modification of any material term of any license or agreement relating to any Visionics IP Rights including but not limited to the modification of the effective rate of any royalties or other payments provided for in any such license or agreement, (ii) cause the forfeiture or termination of any Visionics IP Rights, (iii) give rise to a right of forfeiture or termination of any Visionics IP Rights or (iv) materially impair the right of Visionics or the Surviving Corporation to use, sell or license any Visionics IP Rights or portion thereof.

(c) Neither the manufacture, marketing, license, sale or intended use of any product or technology currently licensed or sold or under development by Visionics or any of the Visionics Subsidiaries (i) violates in any material respect any license or agreement between Visionics or any of the Visionics Subsidiaries and any third party or (ii) infringes in any material respect any patents or other intellectual property rights of any other party; and there is no pending or threatened claim or litigation contesting the validity, ownership or right to use, sell, license or dispose of any Visionics IP Rights, or asserting that any Visionics IP Rights or the proposed use, sale, license or disposition thereof, or the manufacture, use or sale of any Visionics products, conflicts or will conflict with the rights of any other party.

(d) Schedule 3.17(d) of the Visionics Disclosure Statement lists all patents, trade names, trademarks and service marks, and applications for any of the foregoing owned or possessed by Visionics or any of the Visionics Subsidiaries and true and complete copies of such materials have been made available to Identix.

(e) Visionics has provided to Identix a true and complete copy of its standard form of employee confidentiality agreement and taken all commercially reasonably necessary steps to ensure that all employees have executed such an agreement. All consultants or third parties with access to proprietary information of Visionics have executed appropriate non-disclosure agreements which adequately protect the Visionics IP Rights.

(f) To Visionics' knowledge, Visionics' and the Visionics Subsidiaries' source codes and trade secrets have not been used, distributed or otherwise commercially exploited under circumstances which have caused, or with the passage of time could cause, the loss of copyright or trade secret status.

(g) Neither Visionics nor any of the Visionics Subsidiaries has knowledge that any of its employees or consultants is obligated under any contract, covenant or other agreement or commitment of any nature, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee's or consultant's best efforts to promote the interests of Visionics and the Visionics Subsidiaries or that would conflict with the business of Visionics as presently conducted or proposed to be conducted. Neither Visionics nor any of the Visionics Subsidiaries has entered into any agreement to indemnify any other person, including but not limited to any employee or consultant of Visionics or any of the Visionics Subsidiaries, against any charge of infringement, misappropriation or misuse of any intellectual property, other than indemnification provisions contained in purchase orders or customer agreements arising in the ordinary course of business. All current employees and consultants and, to the knowledge of Visionics, all former employees and consultants, of any of Visionics or any of the Visionics Subsidiaries have signed valid and enforceable written assignments

IN WITNESS WHEREOF, Identix, Merger Sub and Visionics have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

IDENTIX INCORPORATED

By: /s/ ROBERT MCCASHIN

Robert McCashin
Chairman and Chief Executive Officer

VIPER ACQUISITION CORP.

By: /s/ ROBERT MCCASHIN

Robert McCashin
President

VISIONICS CORPORATION

By: /s/ JOSEPH ATICK

Joseph Atick
Chairman and Chief Executive Officer

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

Visionics Corporation
Disclosure Schedules to the
Agreement and Plan of Merger
by and among
Identix Incorporated,
Viper Acquisition Corp.
and
Visionics Corporation
Dated as of February 22, 2002

Schedule 3.17

- (a) No exceptions.
- (b) No exceptions.
- (c) No exceptions.
- (d)

Listing of Patents, Trade Names, Trademarks and Service Marks

REDACTED

Pending Patent Matters Handled by Merchant & Gould

Title	Country	Serial No.	Filing Date
GAMBLING CHIP RECOGNITION SYSTEM	Europe	96936160.9	10/4/96
GAMBLING CHIP RECOGNITION SYSTEM	U.S.	09/115328	7/14/98
PORTABLE APPARATUS FOR IDENTIFICATION VERIFICATION	U.S.	09/698624	10/27/00

REDACTED