

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bionet Systems | | 04/23/2004 | LIMITED LIABILITY COMPANY: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Biopassword LLC | | |
| Street Address: | 1605 NW Sammamish Road | | |
| Internal Address: | Suite 105 | | |
| City: | Issaquah | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 98027 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: WASHINGTON | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1854043 | BIOPASSWORD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (310)820-5988 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 310-207-3800 | | |
| Email: | janet_gass@bstz.com | | |
| Correspondent Name: | Norman Zafman, Esq. | | |
| Address Line 1: | 12400 Wilshire Boulevard | | |
| Address Line 2: | Suite 700 | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90025 | | |
| ATTORNEY DOCKET NUMBER: | 006441.G007 | | |
| NAME OF SUBMITTER: | Norman Zafman | | |
| Signature: | /Norman Zafman/ | | |

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Date:

11/01/2005

Total Attachments: 5

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ASSIGNMENT

THIS AGREEMENT is made this 13th day of April, 2004.

BETWEEN:

BIONET SYSTEMS a limited liability company formed under the laws of the State of Washington with a business address of 1605 NW Sammamish Road, Suite 105, Issaquah, Washington State, USA

(the "Assignor")

AND:

BIOPASSWORD LLC, a limited liability company formed under the laws of the State of Washington with a business address of 1605 NW Sammamish Road, Suite 105, Issaquah, Washington State, USA

(the "Assignee")

For valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1) Assignor hereby sells, assigns, and transfers all right, title, and interest in and to:
 - a) the trademarks identified in Schedule "A" hereto (hereinafter, "the Trademarks"), together with the Certificates of Registration, the entire goodwill attaching to the Trademarks, and all rights to sue for any past infringement of the Trademarks;
 - b) any inventions owned by the Assignor and any and all U.S., Canadian, and foreign utility patent, design patent and industrial design applications now or hereafter filed therefor and to any and all letters patent and industrial designs that may issue therefrom (including patents of importation, patents and certifications of addition and utility models), including the patent identified in Schedule "B" hereto, together with any divisions, continuations, continuations-in-part, substitutions, extensions, or renewals thereof, as well as all applications and patents issuing from any applications relating to any and all improvements made thereto, together with the Patent Certificates, and all rights to sue for any past infringement of the thereof; and,
 - c) all copyrights, whether registered or unregistered, and including those registered copyrights identified in Schedule "C" hereto (hereinafter, the "Copyrights") together with the Certificates of Registration and all rights to sue for any past infringement of the Copyrights.

- 2) Assignor hereby covenants and agrees to do all such things and to execute, and to cause persons under its control to execute, without further consideration, such further lawful documents, assurances, applications and other instruments as may reasonably be required to obtain and maintain protection for any and all aspects of the Trade-marks, Patents, and Copyrights, and to vest same in Assignee, its successors and assigns.
- 3) The Assignee hereby appoints Blakely, Sokoloff, Taylor & Zafman, whose full post office address is 12400 Wilshire Blvd, Seventh Floor, Los Angeles, CA 90025-1026, as the firm to whom any notice in respect of the assignment or the Assignee's registration of the said Trademarks, Patents and Copyrights may be sent, and upon whom service of any proceedings in respect of the assignment or the Assignee's registration of the said Trademarks, Patents, and Copyrights may be given or served with the same effect as if they had been given to or served upon it.

EXECUTED at ISSAQUAH WA this 23rd day of APRIL, 2004.

BIOPASSWORD, LLC

Joe Sperino
Witness

By:

[Signature]
Name:
Title:

EXECUTED at Issaquah, Washington this 23rd day of April, 2004.

BIONET SYSTEMS LLC

Joe Sperino
Witness

By:

[Signature]
Name:
Title:

SCHEDULE "A"
Trade-marks

| United States Patent and Trademark Office | | |
|--|-------------------------|------------------------|
| Trade-mark | Registration No. | Application No. |
| BIOPASSWORD (Typed Drawing) | 1,854,043 | 74/063813 |
| Canadian Intellectual Property Office | | |
| BIOPASSWORD | TMA 432,143 | 0671272 |

SCHEDULE "B"
Patents
United States Patent Office

| INVENTION | Patent No. | Application No. |
|---|------------|-----------------|
| METHOD AND APPARATUS FOR VERIFYING AN INDIVIDUAL INDENTITY | 4,805,222 | 06/813,262 |
| IDENTIFYING AND PROTECTING COMPOSED AND TRANSMITTED MESSAGES UTILIZING KEYSTROKE DYNAMICS | Pending | 10/704,512 |

SCHEDULE "C"
Copyrights
United States Copyright Office

| Title of Literary Work | US Copyright Registration Number |
|---|---|
| BioPassword model 2100 user manual | TXu-461-084 |
| BioPassword model 2100 superuser manual | TXu-461-726 |
| BioPassword 2100 hardware installation manual | TXu-463-958 |
| Biolan "C" code | TXu-482-176 |
| Biopass "C" code | TXu-494-067 |