

8-27-01

09-06-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101834744

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Imageware Corporation

- Individual(s) Association General Partnership Limited Partnership Corporation-State (Michigan) Other

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

2. Name and address of receiving party(ies)

Name: Structural Dynamics Research Internal Corporation

Address:

Street Address: 2000 Eastman Drive

City: Milford State: OH Zip: 45150-2789

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Ohio Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other 1/31/99

Execution Date:

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,956,311 1,956,310

Additional number(s) attached Yes No

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

Name: Michael D. Johns

Internal Address: 1900 Chemed Center

Street Address: 255 East Fifth Street

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

04-1133

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael D. Johns Name of Person Signing

[Signature]

Signature

8/24/01

Date

Total number of pages including cover sheet, attachments, and document: 1956311

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

09/05/2001 DBYRNE

00000168 041133

1956311

01 FC:481 02 FC:482

40.00 CH 25.00 CH

DATE	DOCUMENT NO	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
2/1/1999	199902800638	MER MERGER/DOMESTIC	50.00	10.00	0.00	0.00	0.00
TOTAL			50.00	10.00	0.00	0.00	0.00

Return To:
 CT CORPORATION SYSTEM
 ATTN A EBERHART
 17 S HIGH ST STE 1100
 COLUMBUS, OH 43215-0000

cut along the dotted line



The State of Ohio
 ❖ *Certificate* ❖

Secretary of State - J. Kenneth Blackwell

365556

It is hereby certified that the Secretary of State of Ohio has custody of the business records for STRUCTURAL DYNAMICS RESEARCH CORPORATION and that said business records show the filing and recording of:

Document(s)
 MERGER/DOMESTIC

Document No(s):
 199902800638

United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the Secretary
 of State at Columbus, Ohio, this 31st day of
 January, A.D. 1999



J. Kenneth Blackwell
 J. Kenneth Blackwell
 Secretary of State



Prescribed by
Bob Taft, Secretary of State
10 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form MER (July 1994)

Approved _____
Date _____
Fee _____

CERTIFICATE OF MERGER

In accordance with the requirements of Ohio law, the undersigned corporations, limited liability companies and/or limited partnerships, desiring to effect a merger, set forth the following facts:

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is:

Structural Dynamics Research Corporation

(If the surviving entity is an Ohio limited partnership or qualified foreign limited partnership, its registration number must be provided)

B. Name change: As a result of this merger, the name of the surviving entity has been changed to the following: _____

only if the name of surviving entity is changing through the merger (complete)

C. The surviving entity is a: *(Please check the appropriate box and fill in the appropriate blanks)*

- Domestic (Ohio) corporation
- Foreign (Non-Ohio) corporation incorporated under the laws of the state/ country of _____ and licensed to transact business in the state of Ohio.
- Foreign (Non-Ohio) corporation incorporated under the laws of the state/country of _____, and NOT licensed to transact business in the state of Ohio.
- Domestic (Ohio) limited liability company
- Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____, and registered to do business in the state of Ohio.
- Foreign (Non-Ohio) limited liability company organized under the laws of the state/country of _____, and NOT registered to do business in the state of Ohio.
- Domestic (Ohio) limited partnership, registration number _____

RECEIVED

JAN 27 1999

J. KENNETH BLACKWELL
SECRETARY OF STATE

- [] Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____, and registered to do business in the state of Ohio, under registration number _____
- [] Foreign (Non-Ohio) limited partnership organized under the laws of the state/country of _____, and NOT registered to do business in the state of Ohio.

II. Merging Entities

The name, type of entity, and state/country of incorporation or organization, respectively, of each entity, other than the survivor, which is a party to the merger are as follows: (If transferee entity is added this item, please attach a separate sheet listing the merging entities. Ohio registered or foreign qualified limited partnerships must include registration numbers)

Name	State/ Country of Organization	Type of Entity
<u>Imageware Corp.</u>	<u>Michigan</u>	<u>Corporation</u>
<u>SDRC/Case, Inc.</u>	<u>Ohio</u>	<u>Corporation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

III. Merger Agreement on File

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Name	Address
<u>Douglas W. Campbell</u>	<u>2000 Eastman Drive</u> (street and number) <u>Milford, Ohio 45150-2789</u> (city, village or township) (state) (zip code)

IV. Effective Date of Merger

This merger is to be effective:

On January 31, 1999 (if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing; if no date is specified, the date of filing will be the effective date of the merger).

IX. Qualification or Licensure of Foreign Surviving Entity

A. The listed surviving foreign corporation, limited liability company, or limited partnership desires to transact business in Ohio as a foreign corporation, foreign limited liability company, or foreign limited partnership, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the State of Ohio. The name and complete address of the statutory agent is:

(name) (street and number)
_____, Ohio _____
(city, village or township) (zip code)

The subject surviving foreign corporation, limited liability company or limited partnership irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State if the agent cannot be found, if the corporation, limited liability company or limited partnership fails to designate another agent when required to do so, or if the corporation's, limited liability company's, or limited partnership's license or registration to do business in Ohio expires or is cancelled.

B. The qualifying entity also states as follows: (complete only if applicable)

1. **Foreign Qualifying Limited Liability Company**

(If the qualifying entity is a foreign limited liability company, the following information must be completed)

- a. The name of the limited liability company in its state of organization/registration is _____
- b. The name under which the limited liability company desires to transact business in Ohio is _____
- c. The limited liability company was organized or registered on _____ under the laws of the state/country of _____
- d. The address to which interested persons may direct request for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is: _____

2. **Foreign Qualifying Limited Partnership**
 (If the qualifying entity is a foreign limited partnership, the following information must be completed)

a. The name of limited partnership is _____

b. The limited partnership was formed on _____
month day year
 under the laws of the state/country of _____

c. The address of the office of the limited partnership in its state/country of organization is _____

d. The limited partnership's principal office address is _____

e. The names and business or residence addresses of the GENERAL partners of the partnership are as follows:

Name	Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

f. The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is cancelled or withdrawn.

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below.

Structural Dynamics Research Corporation
exact name of entity

By: [Signature]
Its: Vice President and Secretary

Date: January 26, 1999

Imageware Corp.

exact name of entity

By: [Signature]
Its: President

Date: January 26, 1999

SDRC/Case, Inc.

exact name of entity

By: [Signature]
Its: President

Date: January 26, 1999

exact name of entity

By: _____
Its: _____

Date: _____

exact name of entity

By: _____
Its: _____

Date: _____

exact name of entity

By: _____
Its: _____

Date: _____

exact name of entity

By: _____
Its: _____

Date: _____

exact name of entity

By: _____
Its: _____

Date: _____

exact name of entity

By: _____
Its: _____

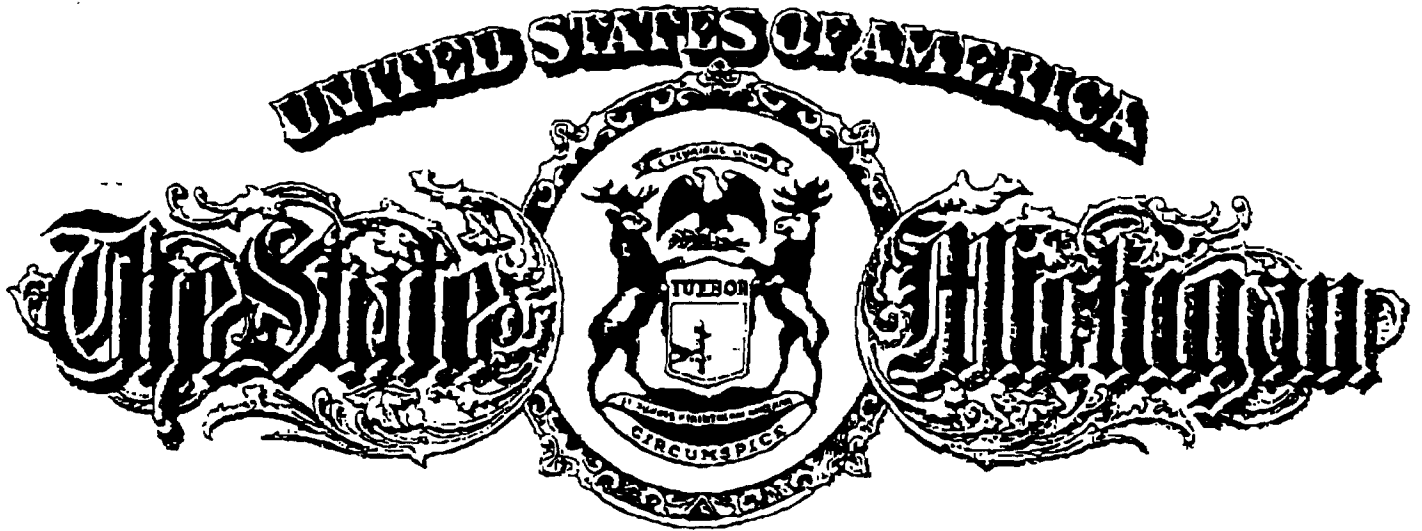
Date: _____

exact name of entity

By: _____
Its: _____

Date: _____

(Please note that the chairman of the board, the president, vice president, secretary or an assistant secretary must sign on behalf of each incorporated corporation, and at least one general partner must sign on behalf of each constituent limited partnership. If insufficient space for signature, a separate sheet should be attached containing such signatures.)



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th day of January, 1999.

Julie Croll

. Director

Corporation, Securities and Land Development Bureau

Date Received
JAN 27 1999

(FOR BUREAU USE ONLY)

FILED

JAN 27 1999

Administrator
CORP. SECURITIES & LAND DEV. BUREAU

Name

517-663-2525 Ref # **90563**

Attn: Cheryl J. Bixby

MICHIGAN RUNNER SERVICE

P.O. Box 266

Eaton Rapids, MI 48827

EFFECTIVE DATE: January 31, 1999

Document will be returned to the name and address you enter above.

CERTIFICATE OF MERGER

For use by Parent and Subsidiary Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Certificate:

1. a. The name of each constituent corporation and its identification number is:

Structural Dynamics Research Corporation	6	2	5	-	8	1
Imageware Corp.	4	0	7	-	4	3
SDRC/Case, Inc.						

b. The name of the surviving corporation and its identification number is:

Structural Dynamics Research Corporation	6	2	5	-	8	1
--	---	---	---	---	---	---

c. For each subsidiary corporation, state:

Name of corporation	Number of outstanding shares in each class	Number of shares owned by the parent corporation in each class
Imageware Corp.	100	100
SDRC/Case, Inc.	10	10

(MICH. - 1764 - 12/28/95)

GOLD SEAL RECEIVED TIME ORIGINAL AUG. 24. 10:14AM

PRINT TIME

AUG. 24 1999 TRADEMARK

REEL: 002362 FRAME: 0010

This merger is permitted by the laws of the State of Ohio, the

jurisdiction under which Structural Dynamics Research Corporation and SDRC/Case, Inc.
(name of foreign corporation)

is formed and the plan of merger was adopted and approved by such corporation pursuant to and in accordance with the laws of that jurisdiction.

3. (Delete if not applicable)

~~The consent to the merger by the shareholders of the subsidiary corporation was obtained pursuant to its Articles of Incorporation. (Such consent is necessary if the Articles of Incorporation require approval of the merger by the vote of the holders of more than the percentage of the shares owned by the parent corporation.)~~

4. (Delete if not applicable)

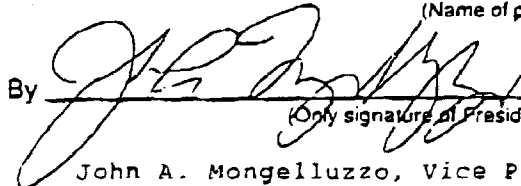
~~The consent to the merger by the shareholders of the parent corporation was obtained. (Such consent is necessary if its Articles of Incorporation require shareholder approval of the merger, the plan of merger amends its Articles of Incorporation, or a subsidiary is to be the surviving corporation.)~~

5. (Complete only if an effective date is desired other than the date of filing)

The merger shall be effective on the 31 day of January, 1999.

Signed this 25th day of January, 1999

Structural Dynamics Research Corporation
(Name of parent corporation)

By 
(Only signature of President, Vice-President, Chairperson, or Vice-Chairperson)

John A. Mongelluzzo, Vice President and Secretary
(Type or Print Name and Title)

(MICH. - 1764)

GOLD SEAL APPEARS ONLY ON ORIGINAL RECEIVED TIME AUG.24. 10:14AM

PRINT TIME AUG 24 10:25AM

TRADEMARK
REEL: 002362 FRAME: 0011

d. The manner and basis of converting the shares of each constituent corporation is as follows:

When merger is effective, the shares of Imageware Corp. and of SDRC/Case, Inc. will be cancelled and will cease to exist.

e. The amendments to the Articles of Incorporation of the surviving corporation to be effected by the merger are as follow

None.

f. Other provisions with respect to the merger are as follows:

None.

Name of person or organization
remitting fees:

Preparer's name and business
telephone number:

INFORMATION AND INSTRUCTIONS

1. The certificate of merger cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporation and Securities Bureau. The original will be returned to the address appearing in the box on the front as evidence of filing.

Since this document will be maintained on optical disk media, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of sections 711 through 713 of the Act by a domestic parent corporation merging with one or more domestic subsidiary corporations and section 735 of the Act if a foreign parent corporation is a party to the merger. The parent corporation must own at least 90% of the outstanding shares of each class of stock of the subsidiary corporation(s). This certificate is to be used only by profit corporations.
4. If more than two corporations are merging, the certificate may be adjusted as necessary or the format may be used as a guide in drafting your own certificate. If additional space is required for any section, continue the section on an attachment.
5. Item 7 - This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
6. This certificate must be signed in ink by the president, vice-president, chairperson, or vice-chairperson of the parent corporation.
7. FEES: Make remittance payable to the State of Michigan. Include corporation name and identification number on check or money order.

If a foreign corporation authorized to transact business in this state merges into any domestic corporation, the resulting domestic corporation shall pay franchise fees for any increase in authorized shares less such sums as the foreign corporation so merging has previously paid to the state as an initial or additional admission franchise fee.

NONREFUNDABLE FEE - This fee must be remitted for each domestic corporation involved in the merger \$50.00
ADDITIONAL FEE: If the authorized shares of the surviving domestic corporation are increased, an additional fee is due:

each additional 20,000 authorized shares or portion thereof	\$30.00
maximum fee for first 10,000,000 authorized shares	\$5,000.00
each additional 20,000 authorized shares or portion thereof in excess of 10,000,000 shares	\$30.00
maximum fee, per filing, for authorized shares in excess of 10,000,000 shares	\$200,000.00

8. Mail form and fee to:

The office is located at:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909-7554

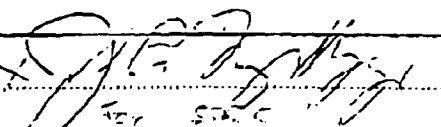
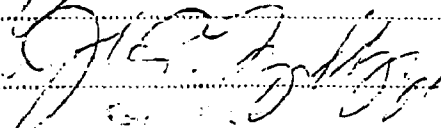
6546 Mercantile Way
Lansing, MI 48910
Telephone: (517) 334-6302

**STOCK
TRANSFER
FORM**
(TRANSFER BY
COMPANY)

(Above this line for Registrars only)

Consideration Money £ <u>1</u>	Certificate lodged with the Registrar (For completion by the Registrar/Stock Exchange)
--------------------------------	---

Name of Undertaking	IMAGEWARE (UK) LIMITED	
Description of Security	ORDINARY SHARES OF £1 EACH	
Number or amount of Shares, Stock or other security and, in figures column only, number and denomination of units, if any.	Words	Figures
	TWO	(2 units of £1)
Number(s) of registered holder(s) should be given in full; the address should be given where there is only one holder.	In the name(s) of STRUCTURAL DYNAMICS RESEARCH CORPORATION 2000 EASTMAN DRIVE MILFORD OH 45150-2789 USA	

I We hereby transfer the above security out of the name aforesaid to the person(s) named below.	Stamp of Selling Broker(s) or, for transactions which are not stock exchange transactions, of Agent(s), if any, acting for the Transferor(s)
Signed by:  acting by:  Director Director Secretary (Delete as appropriate)	Date <u>X April 6, 1999</u>
A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements.	

Full name(s) and full postal address(es) (including postcode) of the person(s) to whom the security is transferred. Please state title, if any, or whether Mr., Mrs., or Miss. Please complete in typewriting or in BLOCK CAPITALS.	SDRC UK LIMITED MILFORD HOUSE PRIORY END HITCHIN HERTS SG4 9AL
---	--

I We request that such entries be made in the register as are necessary to give effect to this transfer.

Stamp of Buying Broker(s) (if any)	Stamp of name and address of person lodging this form (if other than the Buying Broker(s))
	ALLEN & OVERY (REF: IJAF) ONE NEW CHANGE LONDON EC4M 9QQ

RECEIVED TIME AUG.24. 10:14AM

PRINT TIME AUG.24. TRADEMARK

REEL: 002362 FRAME: 0014

FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS EXEMPT FROM STAMP DUTY

- Instruments executed on or after 1st May 1987 effecting any transactions within the following categories are exempt from stamp duty:
A. The vesting of property subject to a trust...
B. The conveyance or transfer of property the subject of a specific devise or legacy...
C. The conveyance or transfer of property which forms part of an intestate's estate...
D. The appropriation of property within section 84(4) of the Finance Act 1985...
E. The conveyance or transfer of property which forms part of the residuary estate of a testator...
F. The conveyance or transfer of property out of a settlement...
G. The conveyance or transfer of property on and in consideration only of marriage...
H. The conveyance or transfer by the liquidator of property which formed part of the assets of the company...
I. The conveyance or transfer of property operating as a voluntary disposition inter vivos for no consideration...
M. The conveyance or transfer of property by an instrument within section 84(1) of the Finance Act 1985 (death: varying disposition).

(1) Delete as appropriate

(2) Insert "A", "B" or appropriate category

(3) Delete second sentence if the certificate is given by the transferor or his solicitor

(1) I We hereby certify that the transaction in respect of which this transfer is made is one which falls within the category (2) above. (1) I We confirm that (1) I We have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within (1) my/our knowledge (3)

Signature(s)

Description ("Transferor", "Solicitor", etc.)

Date

NOTES

- (1) If the above certificate has been completed, this transfer does not need to be submitted to the Controller of Stamps but should be sent directly to the Company or its Registrars.
(2) If the above certificate is not completed, this transfer must be submitted to the Controller of Stamps and duly stamped. (See below.)

FORM OF CERTIFICATE REQUIRED WHERE TRANSFER IS NOT EXEMPT BUT IS NOT LIABLE TO AD VALOREM STAMP DUTY

Instruments of transfer, other than those in respect of which the above certificate has been completed, are liable to a fixed duty of 50p when the transaction falls within one of the following categories:-

- (a) Transfer by way of security for a loan or re-transfer to the original transferor on repayment of a loan.
(b) Transfer, not on sale and not arising under any contract of sale and where no beneficial interest in the property passes: (i) to a person who is a mere nominee of, and is nominated only by, the transferor, (ii) from a mere nominee who has at all times held the property on behalf of the transferee, (iii) from one nominee to another nominee of the same beneficial owner where the first nominee has at all times held the property on behalf of that beneficial owner. (Note—This category does not include a transfer made in any of the following circumstances: (i) by a holder of stock, etc., following the grant of an option to purchase the stock, to the person entitled to the option or his nominee; (ii) to a nominee in contemplation of a contract for the sale of the stock, etc., then about to be entered into; (iii) from the nominee of a vendor, who has instructed the nominee orally or by some unstamped writing to hold stock, etc., in trust for a purchaser, to such purchaser.)

(1) Delete as appropriate

(2) Insert "A", "B", "C" or appropriate category

(3) Here set out concisely the facts explaining the transaction. Additional may be required

(1) I We hereby certify that the transaction in respect of which this transfer is made is one which falls within the category (2) above. (1) I We confirm that (1) I We have been duly authorised by the transferor to sign this certificate and that the facts of the transaction are within (1) my/our knowledge.

(3)

Signature(s)

Description ("Transferor", "Solicitor", etc.)

DATED 1ST APRIL, 1999

IMAGEWARE (UK) LIMITED

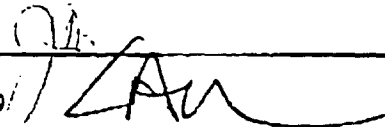
and

SDRC UK LIMITED

SALE OF BUSINESS AGREEMENT

ALLEN & OVERY
London

THIS AGREEMENT is made on ^{13th} ~~1st~~ April, 1999.



BETWEEN:

- (1) **IMAGEWARE (UK) LIMITED** (registered number 3318022) whose registered office is at 100 New Bridge Street, London EC4V 6JA (the "Seller"); and
- (2) **SDRC UK LIMITED** (registered number 1353811) whose registered office is at Milford House, Priory End, Hitchin, Hertfordshire SG4 9AL (the "Purchaser").

BACKGROUND:

- (A) The Seller and the Purchaser are both wholly-owned subsidiaries (either direct or indirect) of Structural Dynamics Research Corporation.
- (B) The Seller wishes to sell and the Purchaser wishes to purchase the assets and rights relating to, the business carried on by the Seller (the "Business") with a view to carrying on the Business as a going concern in succession to the Seller on the terms set out in this agreement.

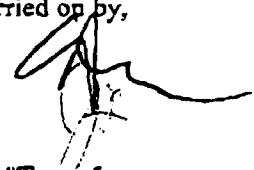
IT IS AGREED as follows:

1. SALE AND PURCHASE

The Seller shall sell and the Purchaser shall purchase all assets and rights relating to the Business and owned by the Seller (the "Assets") to the intent that as from the Transfer Date (as defined in clause 2) the Assets shall be owned by, and the Business shall be carried on by, the Purchaser.

2. TRANSFER DATE

The sale and purchase shall take effect at open of business on ~~1st~~ ^{13th} April, 1999 (the "Transfer Date").



3. CONSIDERATION: LIABILITIES OF THE BUSINESS

As consideration for the sale and purchase the Purchaser shall pay, satisfy and discharge all the debts, liabilities and obligations relating to the Business and outstanding on, or accrued up to and including, the Transfer Date (including any liability of the Seller for taxation in respect of profits earned in any period ending on or before the Transfer Date whether or not liability to pay that taxation had then arisen) and the Purchaser shall at all times keep the Seller indemnified against those debts, liabilities and obligations and all actions, proceedings, costs, damages, claims and demands in respect of them.

4. VAT

The Purchaser shall in addition be liable to the Seller for any value added tax payable in respect of the sale and purchase and the amount of that tax shall remain owing from the Purchaser to the Seller interest free on intra-group loan account and shall be repayable on demand.

5. POSSESSION AND FURTHER ASSURANCE

- (1) The sale and purchase shall be completed on the Transfer Date when the Seller shall let the Purchaser into possession of the Assets.
- (2) On and after completion of the sale and purchase the Seller shall from time to time at the request and expense of the Purchaser execute and do all such deeds, documents, assurances, acts and things as the Purchaser reasonably requires for vesting any of the Assets in the Purchaser and for giving to the Purchaser the full benefit of this agreement.
- (3) As from the Transfer Date and until such time as each of the Assets is finally vested in the Purchaser the Seller shall hold it in trust for and for the benefit of the Purchaser.

6. NO INVESTIGATION OF TITLE

The Purchaser shall accept, without investigation, objection or requisition, such title as the Seller has to the Assets.

7. POST TRANSFER DATE LIABILITIES

The Purchaser shall pay, satisfy and discharge all the debts, liabilities and obligations relating to the Business and arising after the close of business on the Transfer Date and shall indemnify the Seller against all actions, proceedings, costs, damages, claims and demands in respect of them.

8. EMPLOYEES

The parties acknowledge and agree that under the Transfer of Undertakings (Protection of Employment) Regulations 1981 the contracts of employment between the Seller and the employees of the Seller who are engaged in the Business will have effect after the Transfer Date as if originally made between the Purchaser and those employees. The Purchaser shall on and from the Transfer Date assume responsibility as the employer of those employees (including without limitation, discharging all remuneration and other costs) for its own account from the day following the Transfer Date and shall indemnify the Seller against all liabilities arising from the Purchaser's failure so to discharge.

9. INSURANCE

From the Transfer Date and subject to the consent of the insurance companies concerned the Purchaser shall be entitled to the benefit of the current insurances of the Seller on or in connection with the Assets and the Business.

10. COSTS

The Purchaser shall pay the costs and expenses of and incidental to the preparation and completion of this agreement including all stamp duties and shall indemnify the Seller against all actions, proceedings, costs, damages, claims and demands in respect of them.

-11. COUNTERPARTS

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this agreement by executing a counterpart.

12. GOVERNING LAW

This agreement shall be governed by and construed in accordance with English law.

THIS AGREEMENT has been signed by the duly authorised representatives of the parties on the date which appears first on page 1.

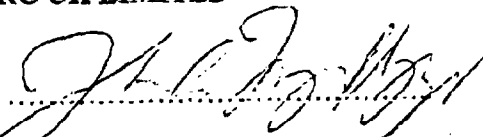
SIGNED on behalf of
IMAGEWARE (UK) LIMITED

By: 

Name: LARRY M. VELLER

Title: Director

SIGNED on behalf of
SDRC UK LIMITED

By: 

Name: JOHN A. MORELUZZO

Title: Director

DATED MARCH, 1999

STRUCTURAL DYNAMICS RESEARCH
CORPORATION

and

SDRC UK LIMITED

AGREEMENT

for the sale and purchase of
all of the issued share capital
of IMAGEWARE (UK) LIMITED

ALLEN & OVERY
London

THIS AGREEMENT is made on *April 6,* ~~March~~, 1999

BETWEEN:

- (1) **STRUCTURAL DYNAMICS RESEARCH CORPORATION** whose registered office is at 2000 Eastman Drive, Milford, OH 45150-2789, USA (the "Seller"); and
- (2) **SDRC UK LIMITED** (registered number 01353811) whose registered office is at Milford House, Priory End, Hitchin, Hertfordshire SG4 9AL, England (the "Purchaser").

BACKGROUND:

- (A) The Purchaser is a wholly-owned subsidiary of the Seller.
- (B) Imageware (UK) Limited (registered number 3318022) (the "Company") is a private company limited by shares having an authorised share capital of £1,000 divided into 1,000 ordinary shares of £1 each, two of which have been issued fully paid or credited as fully paid and are beneficially owned by the Seller (having acquired them through a merger between the Seller and Imageware Corporation) (the "Shares").
- (C) The Seller wishes to sell and the Purchaser wishes to purchase the Shares on the terms set out in this agreement.

IT IS AGREED as follows:

1. SALE AND PURCHASE

The Seller with full title guarantee shall sell and the Purchaser shall purchase the Shares.

2. CONSIDERATION

The consideration for the sale of the Shares shall be the sum of £1 payable in cash on Completion (as defined in clause 3).

3. COMPLETION

- (1) Completion of the sale and purchase of the Shares ("Completion") shall take place immediately after the signature of this agreement.
- (2) At Completion the Seller shall procure:
 - (a) the delivery to the Purchaser of:
 - (i) a duly executed transfer of the Shares in favour of the Purchaser or as it may direct;
 - (ii) a share certificate representing the Shares (or an express indemnity in a form satisfactory to the Purchaser in the case that it is found to be missing);
 - (iii) the certificate of incorporation, common seal, minute books, statutory registers and share certificate book of the Company; and

(b) that a board meeting of the Company is held at which it shall be resolved that the transfer referred to in paragraph (a) (subject only to it being duly stamped or adjudicated not chargeable to stamp duty) is approved for registration.

(3) Upon completion of all the matters referred to in subclause (2) the Purchaser shall pay the consideration for the sale of the Shares to the Seller.

4. SELLER AS TRUSTEE

The Seller shall, until the Shares are registered in the name of the Purchaser or as it may direct, hold the Shares on trust for the Purchaser.

5. COSTS

The Purchaser shall pay all stamp duties.

6. COUNTERPARTS

This agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement and any party may enter into this agreement by executing a counterpart.

7. FURTHER ASSURANCE

Each party shall procure the convening of all meetings, the giving of all waivers and consents and the passing of all resolutions and shall otherwise exercise all powers and rights available to it in order to give effect to this agreement.

8. GOVERNING LAW

This agreement shall be governed by and construed in accordance with English law.

THIS AGREEMENT has been signed by the duly authorised representatives of the parties on the date which appears first on page 1.

- SIGNED on behalf
STRUCTURAL DYNAMICS
RESEARCH CORPORATION

By: *[Signature]*
Name: JOHN A. MONTPELLUZZO
Title: Secretary

SIGNED on behalf of
SDRC UK LIMITED

By: *[Signature]*
Name: JOHN A. MONTPELLUZZO
Title: Director