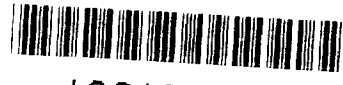




06-24-2002

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

REC 7



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

102132426

Tab settings

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

1. Name of conveying party(ies): eTrue.com, Inc. f/k/a Miros, Inc. **6-18-02**

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

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 31, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,937,286

Additional number(s) attached Yes No

2. Name and address of receiving party(ies)

Name: Viisage Technology, Inc.

Internal Address: _____

Street Address: 30 Porter Road

City: Littleton State: Ma Zip: 02146

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-state Delaware
 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 Additional name(s) & address(es) attached? Yes No

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

Name: Michael McGrail, Esq.

Internal Address: Hill & Barlow

Street Address: One International Place

City: Boston State: Ma Zip: 02110

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 501926

(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 McGrail, Esq. [Signature] June 17, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

06/21/2002 DBYRNE 00000116 501926 1937286
 01 FC:481 40.00 CH

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

TRADEMARK
 REEL: 002530 FRAME: 0293

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment"), dated as of May 31, 2002 ("Effective Date"), is made by and between eTrue.com, Inc., a Delaware corporation ("Assignor") and Viisage Technology, Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the intellectual property and other property identified herein in connection with Assignee's purchase of certain assets in accordance with a certain Asset Purchase Agreement dated May 31, 2002.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by both Assignor and Assignee, the parties agree as follows:

1. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee, as of the Effective Date of this Assignment, all of its worldwide right, title, and interest in and to the following property (collectively, "Intellectual Property"):

(a) all patents and patent applications (respectively issued or filed throughout the world) listed on Attachment 1 of the Patent Assignment attached as Exhibit A hereto, as well as any reexaminations, extensions and reissues thereof and any divisionals, continuations, continuation-in-parts and any other applications or patents that claim priority from such patents and applications, and all rights, claims and privileges pertaining thereto worldwide, including, without limitation, rights to the underlying inventions, the right to prosecute and maintain such patents, and patent applications, and the right to sue and recover damages for past, present and future infringement of such patents:

(b) all trade names, trademarks, service marks, trade dresses, logos, designs and slogans, registered and unregistered, related to TrueFace Core Technology or TrueFace Applications ("Marks"), and all registrations and applications therefor, including, without limitation, those registrations and applications listed on Attachment 1 of the Trademark Assignment attached as Exhibit B hereto, together with the goodwill of the business associated with and symbolized by the Marks and all rights, claims and privileges pertaining to the Marks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for the Marks, and the right to sue and recover damages for past, present and future infringement of the Marks. To the extent any application for any Mark cannot be assigned by Assignor to Assignee on the Effective Date due to the policies or procedures of the applicable government trademark office, Assignor agrees to promptly assign, transfer and convey such application to

Assignee as soon as such application is first capable of being assigned, transferred or conveyed.

(c) all copyrights, registered and unregistered, related to TrueFace Core Technology or TrueFace Applications (“Copyrights”), and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain copyright applications and registrations for such copyrights, and the right to sue and recover damages for past, present and future infringement of such copyrights;

(d) all other intellectual property and other proprietary rights related to TrueFace Core Technology or TrueFace Applications owned by Assignor, including, without limitation, know-how, trade secrets, inventions (whether or not patentable), formulas, processes, invention disclosures, technology, technical data or information, object code, source code, and all documentation therefor, procedures, methods, works of authorship, and other documentation, data and information, and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights; and

(e) all Assignor’s rights related to TrueFace Core Technology or TrueFace Applications under licenses and contracts between third parties and Assignor that are necessary for the operation or use of the Intellectual Property, to the extent such rights are assignable under the terms of such third-party agreements.

2. Assignor shall take all actions reasonably requested by Assignee and execute any documents as may be reasonably requested by Assignee from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Intellectual Property. Such actions shall include, without limitation, (i) execution of the assignments attached hereto as Exhibits A and B, and providing documents and information useful or necessary to register any of the Marks or Copyrights or to apply for a patent, maintain any of the foregoing, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property, and (ii) cooperating in Assignee’s attempts to obtain the consent of third parties, when necessary, to the assignment of third-party agreements of the kind described in paragraph 1(e) above.

3. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

4. Assignee does not hereby assume any liabilities or obligations of any nature of Assignor.


5. This Assignment may be executed and delivered in counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the Effective Date.

ASSIGNOR:

ETRUE.COM, INC.

By: 
Name: David S. Teitelman
Its: CEO
Duly Authorized

ASSIGNEE:

VIISAGE TECHNOLOGY, INC.

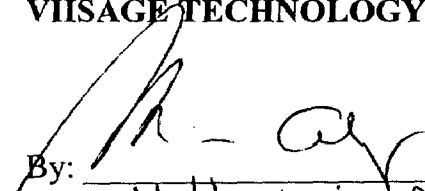
By: 
Name: MILTON A. ALPER
Its: VP + CFO
Duly Authorized

EXHIBIT A

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("Patent Assignment") dated as of May 31, 2002 ("Effective Date"), is made by and between eTrue.com, Inc., a Delaware corporation ("Assignor") and Viisage Technology, Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the parties agree as follows:

1. Patents.


"Patents" shall mean the patents identified in Attachment 1 hereto.

2. Assignment.

Assignor hereby assigns, transfers and conveys to Assignee all of its worldwide rights, title and interest in and to the Patents, together with all goodwill of the business associated with the Patents, collectively and individually, and the right to sue and recover damages for past, present and future infringement thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Patent Assignment to be executed as of the Effective Date.

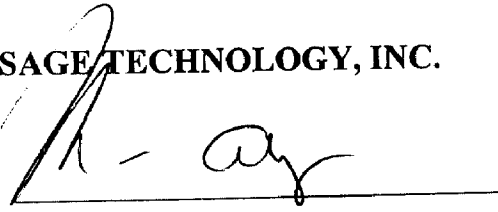
ETRUE.COM, INC.

By: 

Title: CEO

ACCEPTED:

VIISAGE TECHNOLOGY, INC.

By: 

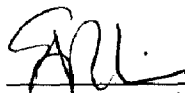
Title: VP + CFO

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

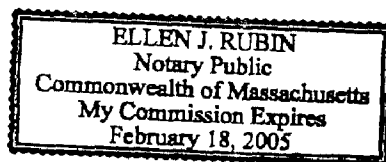
May 31, 2002

On this 31ST day of MAY 2002, before me personally appeared David S. Tedelman, who being duly sworn, said that he is the CEO of eTrue.com, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of eTrue.com, Inc.



Notary Public

My Commission Expires: Feb 2005



ATTACHMENT 1

<u>Country:</u>	<u>Patent No.:</u>	<u>Inventors:</u>	<u>File Date:</u>	<u>Issue Date:</u>	<u>Expiration Date:</u>	<u>Title of Invention:</u>
U.S.A.	6,128,398	Kuperstein, Michael; Kottas, James A.	February 9, 1998	October 3, 2000	February 9, 2018	System, method and application for the recognition, verification and similarity ranking of facial or other object patterns.

EXHIBIT B

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment") dated as of May 31, 2002 ("Effective Date"), is made by and between eTrue.com, Inc., a Delaware corporation ("Assignor") and Viisage Technology, Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the parties agree as follows:

1. Marks.

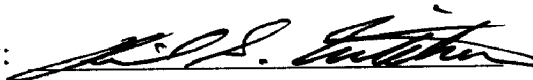
"Marks" shall mean the trademarks or service marks which are the subject of the registrations and pending applications identified in Attachment 1 hereto.

2. Assignment.

Assignor hereby assigns, transfers and conveys to Assignee all of its worldwide rights, title and interest in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the Effective Date.

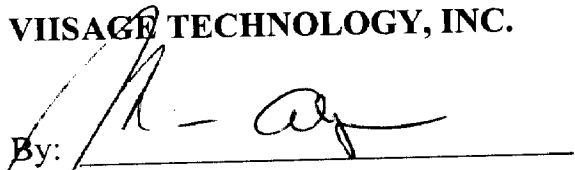
ETRUE.COM, INC.

By: 

Title: CEO

ACCEPTED:

VIISAGE TECHNOLOGY, INC.

By: 

Title: VP + CEO

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

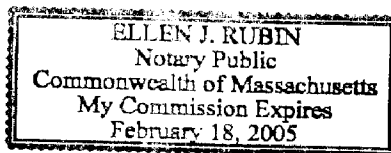
May 31, 2002

On this 31ST day of MAY 2002, before me personally appeared David S. Teitelman, who being duly sworn, said that he is the CEO of eTrue.com, Inc. and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of eTrue.com, Inc.



Notary Public

My Commission Expires: Feb 2005



ATTACHMENT 1

<u>Trademark Name</u>	<u>Application Serial No.</u>	<u>Application Filing Date</u>	<u>Registration No.</u>
TRUEFACE	74614476	December 22, 1994	1937286