

12-13-2002

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



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

Tab settings

102310420

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

1. Name of conveying party(ies): 12-9-02
Net Nanny Software International, Inc.

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

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

2. Name and address of receiving party(ies)
Name: 35227 Yukon Inc.

Internal Address: Attn: Mark DiSalle

Street Address: 14205 SE 36th St., Suite 100

City: Bellevue State: WA Zip: 98006

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Yukon Territories
- 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

Execution Date: November 13, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2618603, 2153282, 1854043

Additional number(s) attached Yes No

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

Name: Lasher Holzapfel Sperry & Ebberson

Internal Address: Attn: David J. Sprinkle

Street Address: 601 Union Street, #2600

City: Seattle State: WA Zip: 98101

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

David J. Sprinkle

Name of Person Signing

David J. Sprinkle
Signature

12/13/02

Date

Total number of pages including cover sheet, attachments, and document: 3

12/12/2002 LMUELLER 00000263 2618603

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

01 FC:8521
02 FC:8522

40.00 DP
50.00 DP

TRADEMARK
REEL: 002632 FRAME: 0875

**Additional Names of Conveying Parties
Trademark Recordation Cover Sheet**

(2) Net Nanny Ltd.

(3) Net Nanny Software, Inc.

(4) Biopassword Security Systems Ltd.

BILL OF SALE, ASSIGNMENT AND CONVEYANCE

THIS BILL OF SALE, ASSIGNMENT and CONVEYANCE is dated effective November 13, 2002 by NET NANNY SOFTWARE INTERNATIONAL INC. a Yukon Territories corporation, NET NANNY LTD., a British Columbia company, NET NANNY SOFTWARE, INC., a Washington corporation, BIOPASSWORD SECURITY SYSTEMS LTD. a British Columbia company ("Assignor").

Assignor and 35227 YUKON INC., a Yukon Territories corporation, ("Assignee") have heretofore signed and delivered an Agreement for Purchase of Assets, dated effect November 13, 2002 (the "Purchase Agreement"), providing for the conveyance, transfer, assignment and delivery to Assignee of substantially all of the assets, properties, business and goodwill of Assignor in exchange for the consideration set forth in the Purchase Agreement.

In consideration of the premises and for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. **Conveyance Assets.** Assignor by this instrument does convey, transfer, assign and deliver to Assignee, its successors and assigns, forever (free and clear of all liens, charges and encumbrances whatsoever) all of Assignor's tangible and intangible assets, including fixed assets, accounts receivable, customer contracts and lists. As used herein, the term intangibles includes business records, deposit accounts, inventions, intellectual property (including source codes), designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill (including the exclusive right of the Assignee to represent itself as carrying on the Business in continuation of and as successor to the Assignor, and the right to use any words indicating that the Business is so carried on, including the right to use the names "Net Nanny", "PC Nanny" and "Biopassword" or any variation thereof as part of the name of, or in connection with, the business to be carried on by the Assignee), technology, know how, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, and any letters of credit, guarantee claims, security interests, or other security held by the Assignor, and 750,000 shares of unvested common stock of Musicrypt.com Inc. Without limiting the generality of the foregoing, intangibles specifically includes the trademark and patent rights set forth on Exhibit "A" attached hereto, the licenses set forth on Exhibit "B" attached hereto; and the fixed assets set forth on Exhibit "E" (together, the "Assets"). Notwithstanding the foregoing, the Assets shall not include the 250,000 shares of vested common stock of Musicrypt.com Inc.
2. **Trust.** The Assignor hereby declares that, as to any property or asset or interest in any property or asset of the Assignor intended to be transferred, sold, granted, conveyed, assigned and set over to the Assignee pursuant to this Assignment and title to which may not have passed to the Assignee by virtue of this Assignment or any transfer or conveyance which from time to time may be executed and delivered in pursuance of the covenants contained in

this Assignment or the Purchase Agreement, the Assignor holds the same in trust for the Assignee to transfer, sell, grant, convey, assign and set over the same as the Assignee from time to time may direct.

3. **Substitution and Subrogation.** The conveyance of the Assets to the Assignee is with full rights of substitution and subrogation of the Assignee to the fullest extent possible in and to all covenants and warranties by others given or made in respect of the Assets or any part of them.
4. **Further Assurances.** The Assignor from time to time and at all times hereafter upon every reasonable request of the Assignee, and without further consideration, will do and perform or cause to be done or performed all such further acts and things, and execute or cause to be executed all such further deeds, documents, writings or other instruments and give all such further assurances as may be required by the Assignee to carry out effectively the intent and meaning of this Assignment and of the Purchase Agreement.
5. **No Superseding or Merger.** The provisions contained in this Assignment shall not supersede or merge with any provision contained in the Purchase Agreement, as such may be amended from time to time. The provisions contained in this Assignment shall not merge in any transfer, assignment, novation agreement or other document or instrument issued pursuant to or in connection with this Assignment.
6. **General Conveyance Subject to Purchase Agreement.** The provisions of this Assignment are subject to the Purchase Agreement and in the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.
7. **Power of Attorney from Assignor to Assignee.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, with full power of substitution, having full right and authority, in the name of Assignor or otherwise, and for the benefit and at the expense of Assignee, its successor and assigns:
 - (a) demand and receive any of the Assets transferred pursuant to this Assignment;
 - (b) give receipts and releases for and in respect of the Assets and any part of them;
 - (c) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Assets, properties, business and goodwill sold and transferred or intended to be sold and transferred to Assignee by this Assignment, to defend or compromise any and all actions, suits or proceedings in respect of any such assets, properties and business, and to do all such acts and things in relation thereto as Assignee shall deem advisable; and
 - (d) take all action which Assignee shall deem proper in order to provide for Assignee the benefits under any claims, contracts, licenses, leases, commitments, sales orders or

purchase orders where any required consent of another party to the assignment thereof to Assignee, pursuant to the Purchase Agreement, shall not have been obtained

Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it or by its subsequent dissolution or in any manner or for any reason. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers including any amounts payable as interest in respect thereof

- 8. **No Implied Rights in Third Parties.** Nothing expressed or implied in this Assignment is intended to confer upon any person, other than the Assignee or its successors, assigns, heirs and legal representatives, any rights, remedies, obligations or liabilities under or by reason of this Assignment.
- 9. **Governing Law.** This Assignment is governed by and will be construed in accordance with the law in force in the province of British Columbia and each party irrevocably agrees that the courts of the province of British Columbia shall have jurisdiction, but not exclusive jurisdiction, with respect to any matter arising out of or in connection with this Assignment
- 10. **Enurement.** This Assignment will enure to the benefit of and be binding upon the successors and permitted assigns of the parties.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly signed as of the day and year first above written.

NET NANNY SOFTWARE
INTERNATIONAL INC.

By: [Signature]
A. G. G. Danielson
Its: President
Address: _____

NET NANNY LTD.

By: [Signature]
Gordon Ross
Its: President
Address: _____

NET NANNY SOFTWARE, INC.

By: [Signature]

Its: President
Address: _____

BIOPASSWORD SECURITY SYSTEMS LTD.

By: *[Signature]*
George Ross
Its: President
Address: _____

Exhibit A

Trademark and Patent Rights

See Exhibit A attached to Purchase Agreement dated effective November 13, 2002.

Exhibit B

Licenses

See Exhibit B attached to Purchase Agreement dated effective November 13, 2002.


Exhibit E

Fixed Assets

See Exhibit E attached to Purchase Agreement dated effective November 13, 2002.

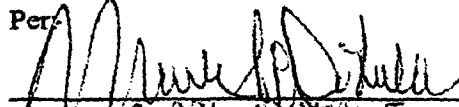
IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective on the date first set forth above.

SELLER:
NET NANNY SOFTWARE
INTERNATIONAL INC.
Per:


Name: GORDON ROSS
Title: CEO/CTO

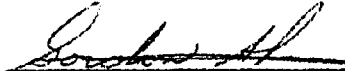
I have authority to bind the Corporation

BUYER:
35227 YUKON INC.
Per:


Name: MARK WISNIEWSKI
Title: PRESIDENT


I have authority to bind the Corporation

NET NANNY LTD.
Per:


Name: GORDON ROSS
Title: PRESIDENT

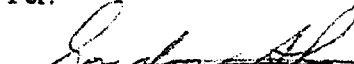
I have authority to bind the Corporation

NET NANNY SOFTWARE INC.
Per:


Name: GORDON ROSS
Title: CEO/CTO

I have authority to bind the Corporation

BIOPASSWORD SECURITY SYSTEMS
LTD.
Per:


Name: GORDON ROSS
Title: PRESIDENT

**EXHIBIT A
Trademarks and Patents**

OWNER	MARK/PATENT/ COPYRIGHT	REGISTRATION #
USPTO		
Net Nanny Software International Inc.	NET NANNY (Design plus words, letters and/or numbers)	# 2153282
	PC NANNY (Typed Drawing)	Serial # 75846233
BioPassword Security Systems, Inc.	BIOPASSWORD (Typed Drawing)	#1854043
International Bioaccess Systems Corporation	Method and apparatus for verifying an individual's identity	Patent # 4,805,222
CIPO		
Net Nanny Software International, Inc.	Net Nanny & Design	TMA472200
	PC NANNY	TMA512824
BioPassword Security Systems, Inc.	BIOPASSWORD	TMA432143
US COPYRIGHT OFFICE		
International BioMetric Systems, Inc.	BioPassword model 2100 user manual	TXu-461-084
	BioPassword model 2100 superuser manual	TXu-461-726
	BioPassword 2100 hardware installation manual	TXu-463-958
acInternational Biometric Systems, Inc.	Biolan "C" code	TXu-482-176
Biopassword Security Systems, Inc.	Biopass "C" code	TXu-494-067