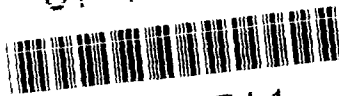


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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): SecuGen Corporation, a California corporation
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

1-8-03

2. Name and address of receiving party(ies)
Name: Morrison & Foerster LLP
Internal Address:
Street Address: 425 Market Street
City: San Francisco State: CA Zip: 94105-2482
Individual(s) citizenship Association
General Partnership Limited Partnership California
Corporation-State
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

OFFICE OF PUBLIC RECORDS
FINANCE SECTION
JAN - 8 PM 3-08

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 12/20/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75900849; 78051789
B. Trademark Registration No.(s) 2406422; 2473710; 2471739; 2575450; 2598995
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rosemary S. Tarlton/Elayne Ricci
Internal Address:
Street Address: 425 Market Street
City: San Francisco State: CA Zip: 94105-2482

6. Total number of applications and registrations involved: 7
7. Total fee (37 CFR 3.41) \$ 240.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 03-1952 (Ref. 98000/2)

DO NOT USE THIS SPACE

9. Signature.
Rosemary S. Tarlton
Name of Person Signing
Signature
January 7, 2003
Date

01/14/2003 MIWELLER 00000139 031952 75900849

01 FC:8521 40.00 CH
02 FC:8522 150.00 CH

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

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TRADEMARK REEL: 002648 FRAME: 0831

SECURITY AGREEMENT
(Trademarks)

THIS SECURITY AGREEMENT (Trademarks) (the "Trademark Security Agreement") is made and dated as of 9:00 a.m. (PST) on the 20th day of December, 2002, by and between SECUGEN CORPORATION, a California corporation ("Debtor"), and MORRISON & FOERSTER LLP ("Secured Party").

RECITALS

WHEREAS, Debtor has retained Secured Party to provide certain services to Debtor, including, without limitation, legal services and related services (the "Legal Services") and, in connection therewith has executed an engagement letter in favor of Secured Party (the "Engagement Letter"); and

WHEREAS, Debtor is in arrears in its payments to Secured Party for Legal Services rendered, and in consideration of Secured Party's agreement to continue to render Legal Services to Debtor and of Secured Party's agreement to reduce the fees for Legal Services owing as of the date hereof, by the amount of twenty thousand dollars (\$20,000) (the "Fee Reduction"), Debtor and Secured Party have entered into the Payment & Forbearance Agreement, of even date herewith (the "Forbearance Agreement");

WHEREAS, among the conditions to Secured Party's willingness to continue to render Legal Services to Debtor, to agree to the Fee Reduction and to enter into the Forbearance Agreement is the requirement that Debtor execute and deliver (a) that certain Security Agreement, dated as of the date hereof (the "Security Agreement") whereby Debtor will grant to Secured Party a lien and security interest in and to the Collateral described therein; and (b) certain supplemental documents, including, without limitation, this Trademark Security Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Grant of Security Interest. As collateral security for the Obligation (as defined in the Security Agreement), Debtor hereby mortgages, assigns, grants and conveys to the Secured Party, a security interest, pledge, assignment and mortgage in all of Debtor's right, title and interest in the following (the "Trademark Collateral"):

(a) All now existing or hereafter created or acquired, trademarks, service marks, unregistered marks, logos, indicia, tradenames, tradestyles, other business identifiers and rights and works protectable by trademark whether now owned or hereafter, and, except to the extent prohibited by the terms thereof or by law, all agreements in respect of Trademarks owned by third parties, including, without limitation, the Trademarks specifically described on Schedule I attached hereto, as the same may be amended or replaced from time to time;

(b) All now existing and hereafter arising registrations and applications for registration relating to any of the foregoing, all renewals and extensions thereof throughout the world in

perpetuity, and all rights to make such applications and to renew and extend the same;

(c) All now existing and hereafter arising rights and licenses to make, have made, use and/or sell the inventions disclosed and claimed by any of the foregoing;

(d) All now existing and hereafter arising right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation;

(e) All now existing and hereafter arising rights, claims and interests under licensing or other contracts pertaining to any of the foregoing;

(f) All now existing and hereafter arising goodwill symbolized by or associated with any of the foregoing;

(g) All now existing and hereafter arising right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Secured Party for past, present and future infringements of any of the foregoing; and

(h) All products and proceeds of any of the foregoing.

2. Additional Representation and Warranty and Covenant. In addition to all representations and warranties, covenants and agreements set forth in the Loan Agreement, the Security Agreement, and any other documents, Debtor hereby:

(a) Represents and warrants that Schedule I attached hereto sets forth an accurate and complete list of all trademarks owned by Debtor which are registered with the United States Patent and Trademark Office (any and all trademarks so registered being the "Trademarks"); and

(b) Agrees promptly to notify Secured Party in writing of any additional Trademarks of which Debtor becomes the owner, and to deliver to Secured Party an amended Schedule I reflecting such additional Trademarks. Secured Party is hereby authorized to cause such amended Schedule I to be filed and recorded in an amendment of this Trademark Security Agreement.

3. No Present Assignment. Neither the Forbearance Agreement, this Trademark Security Agreement, the Security Agreement nor any other document, instrument or agreement creates or is intended to create a present assignment of the Trademark Collateral. Subject to the rights of Secured Party, it is the intention of the parties hereto that Debtor continue to own the Trademark Collateral.

4. Relationship to Other Documents. The Trademark Collateral shall constitute Collateral for all purposes of the Security Agreement and the other documents executed in connection therewith and Secured Party shall have all rights, powers and remedies with respect to the Trademark Collateral to the same extent as it has with respect to other Collateral pursuant to the Security Agreement.

5. Miscellaneous.

(a) All covenants and other agreements contained in this Trademark Security Agreement by or on behalf of any of the parties hereto bind and inure to the benefit of their respective successors and assigns.

(b) Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall (to the full extent permitted by law) not invalidate or render unenforceable such provision in any other jurisdiction.

(c) Each covenant contained herein shall be construed (absent express provision to the contrary) as being independent of each other covenant contained herein, so that compliance with any one covenant shall not (absent such an express contrary provision) be deemed to excuse compliance with any other covenant. Where any provision herein refers to action to be taken by any person, or which such person is prohibited from taking, such provision shall be applicable whether such action is taken directly or indirectly by such person.

(d) This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.

(e) This Trademark Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California excluding choice-of-law principles of the law of such State that would require the application of the laws of a jurisdiction other than such State.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed on and as of the day and year first above written.

DEBTOR

SECUGEN CORPORATION

By: _____
Name:
Title:

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On December ____, 2002, before me, the undersigned notary public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that, by his signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

My commission expires on _____

SECURED PARTY

MORRISON & FOERSTER, LLP

By: [Signature]
Name:
Title: Jill Feldman Palmer

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Francisco)

On December 20, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Jill Feldman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ ^{she} executed the same in ~~his~~ ^{her} authorized capacity and that, by ~~his~~ ^{her} signature on the instrument, the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Rita C. Pease
My commission expires on Jan. 23, 2005



SCHEDULE I

TO TRADEMARK SECURITY AGREEMENT
(Description of Trademark Collateral)

TRADEMARKS:
Applications and Registrations:

Secugen Corporation	EYED MOUSE Serial No. 75/900,849	United States	CLASS: 9 Computer hardware and computer software for fingerprint recognition, identification and authentication	Filed App. Date 1/21/2000 Suspended 8/20/2002
Secugen Corporation	EYED MOUSE Serial No. 1067684	Canada	NA Computer hardware and computer software for fingerprint recognition, identification and authentication	Abandoned 10/18/2002 App. Date 7/19/2000
Secugen Corporation	EU - EYED MOUSE Serial No. 001780147 Reg. No. 001780147	Community Trademark ⁴	CLASS: 9 Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images, magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; computer hardware and computer software for fingerprint recognition identification and authentication; parts and fittings for all the aforesaid goods	Registered App. Date 7/18/2000 Reg. Date 9/4/2001 Renewal Due 7/18/2010
Secugen Corporation	EYED MOUSE Serial No. 200080198 Reg. No. 4557159	Japan	CLASS: 9 Computer and peripheral equipment for fingerprint recognition, identification and authentication; recording media wherein computer programs for fingerprint recognition, identification and authentication are stored; computer programs which are downloadable over the Internet for fingerprint recognition, identification and authentication; other electronic machines/instruments & their parts/fittings; physical or chemical apparatus/instruments; measuring apparatus/instruments; electrical distribution or control machines/ instruments; rotary converters; phase modifiers; batteries; electric or magnetic measuring machines/instruments; electric wires/cables; photographic apparatus/instruments; cinematographic apparatus/instruments; optical apparatus/instruments; spectacles; processed glass (not for buildings); life saving apparatus and equipment; electrical communication apparatus/instruments; records; metronomes; ozonisers (ozonators); electrolyzers; rockets; machines/instruments for use in amusement parks/pleasure grounds; slot machines; sports training simulators; vehicle driving training simulators; electric flat irons; electrically heated hair-curlers; electric buzzers; vehicle breakdown warning triangles; luminous or mechanical road signs; railway signal equipment; fire alarms; apparatus for warning leakage of gas; anti-theft warning apparatus; gloves for protection against accidents; fire extinguishers; fire hydrants; fire hose nozzles; sprinkler system for fire-extinguishing purposes; fire boats; fire engines; cigar lighters for automobiles; protective helmets; fireproof	Registered App. Date 7/18/2000 Reg. Date 4/5/2002 Renewal Due 4/5/2012

⁴ * European Community Countries: Austria, Benelux, (Belgium, The Netherlands & Luxembourg) Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Spain, Sweden, and United Kingdom.

			clothing (clothing for protection against fire); dust masks; gas masks; welding masks; magnetic cores; resistance wires; electrodes; cinematographic films; slide films/transparencies; slide film mounts; pre-recorded video discs/tapes; gasoline station equipment; vending machines (automatic distribution machines); coin-operated gates for car parks or parking lots; cash registers; coin counting and sorting machines; operation recording machines; photocopying machines; manually operated calculators; drawing or drafting machines; time stamping machines; time recorders (time recording apparatus); electric calculators; punch card machines; voting machines; billing machines; apparatus to check stamping mail; calculating scales (slide-rules); weight belt; wetsuits; inflatable swimming floats; air tanks; flutterboards; regulators; divers' apparatus; electric arc welding machines; melt-cutting machines for metal works; electric welding apparatus; video game apparatus for personal use; egg-candlers; electric automatic door openers	
Secugen Corporation	SECUGEN Serial No. 75/900,814 Reg. No. 2,406,422	United States	CLASS: 9 Hardware, software and firmware for biometric recognition, identification and authentication	Registered App. Date 1/21/2000 Reg. Date 11/21/2000 Section 8/15 Due 11/21/2006 Renewal Due 11/21/2010
Secugen Corporation	SECUGEN Serial No. 1067685	Canada	NA Hardware, software and firmware for biometric recognition identification and authentication	Filed App. Date 7/19/2000 Response due 4/21/2003
Secugen Corporation	SECUGEN Serial No. 001780121 Reg. No. 001780121	Community Trademark ⁵	CLASS: 9 Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images, magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; computer hardware; computer software; computer firmware; hardware, software and firmware for biometric recognition identification and authentication; parts and fittings for all the aforesaid goods	Registered App. Date 7/18/2000 Reg. Date 9/5/2001 Renewal Due 7/18/2010
Secugen Corporation	SECUGEN Serial No. 200080199 Reg. No. 4557160	Japan	CLASS: 9 Computer and peripheral equipment for fingerprint recognition, identification and authentication; firmware for fingerprint recognition, identification and authentication; recording media wherein computer programs for fingerprint recognition, identification and authentication are stored; computer programs which are downloadable over the Internet for fingerprint recognition, identification and authentication; other electronic machines/instruments & their parts/fittings; physical or chemical apparatus/instruments; measuring apparatus/instruments; electrical distribution or control machines/instruments; rotary converters; phase modifiers; batteries ;electric or magnetic measuring machines/instruments; electric wires/cables; photographic apparatus/instruments; cinematographic apparatus/instruments; optical apparatus/instruments; spectacles; processed glass (not for buildings); life saving apparatus and equipment; electrical communication apparatus/instruments; records;	Registered App. Date 7/18/2000 Reg. Date 4/5/2002 Renewal Due 4/5/2012

⁵ * European Community Countries: Austria, Benelux, (Belgium, The Netherlands & Luxembourg) Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Spain, Sweden, and United Kingdom.

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			metronomes; ozonisers (ozonators); electrolysers; rockets; machines/instruments for use in amusement parks/pleasure grounds; slot machines; sports training simulators; vehicle driving training simulators; electric flat irons; electrically heated hair-curlers; electric buzzers; vehicle breakdown warning triangles; luminous or mechanical road signs; railway signal equipment; fire alarms; apparatus for warning leakage of gas; anti-theft warning apparatus; gloves for protection against accidents; fire extinguishers; fire hydrants; fire hose nozzles; sprinkler systems for fire-extinguishing purposes; fire boats; fire engines; cigar lighters for automobiles; protective helmets; fireproof clothing (clothing for protection against fire); dust masks; gas masks; welding masks; magnetic cores; resistance wires; electrodes; cinematographic films; slide films/transparencies; slide film mounts; pre-recorded video discs/tapes; gasoline station equipment; vending machines (automatic distribution machines); coin-operated gates for car parks or parking lots; cash registers; coin counting and sorting machines; operation recording machines; photocopying machines; manually operated calculators; drawing or drafting machines; time stamping machines; time recorders (time recording apparatus); electric calculators; punch card machines; voting machines; billing machines; apparatus to check stamping mail; calculating scales (slide-rules); weight belts; wetsuits; inflatable swimming gloats; air tanks; flutter boards; regulators; diver's apparatus; electric arc welding machines; melt-cutting machines for metal works; electric welding apparatus; video game apparatus for personal use; egg-candlers; electric automatic door openers	
Secugen Corporation	SECUGEN Serial No.	China P.R.		To be filed
Secugen Corporation	SECUGEN Serial No. 1151857	India	CLASS: 9 Hardware, software and firmware for biometric recognition identification and authentication	Filed App. Date 11/20/2002 No action
Secugen Corporation	SECUGEN Serial No.	Brazil		To be filed
Secugen Corporation	EYED Serial No. 75/903,990	United States	CLASS: 9 Hardware, software and firmware for fingerprint recognition, identification and authentication	Abandoned 12/13/2001 App. Date 1/28/2000
Secugen Corporation	EYED Serial No. 1067686	Canada	NA Hardware, software and firmware for fingerprint recognition, identification and authentication	Abandoned 10/18/2002 App. Date 7/19/2000
Secugen Corporation	EYED Serial No. 001781129 Reg. No. 001781129	Community Trademark ⁶	CLASS: 9 Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images, magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; computer hardware; computer software; computer firmware; hardware, software and firmware for fingerprint recognition, identification and authentication; parts and fittings for	Registered App. Date 7/18/2000 Reg. Date 10/31/2001 Renewal Due 7/18/2010

⁶ * European Community Countries: Austria, Benelux, (Belgium, The Netherlands & Luxembourg) Denmark, Finland, France, Germany, Greece, Ireland, Italy, Portugal, Spain, Sweden, and United Kingdom.

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			all the aforesaid goods	
Secugen Corporation	EYED Serial No. 200080200	Japan	CLASS: 9 Hardware, software and firmware for fingerprint recognition, identification and authentication and all other goods	Filed App. Date 7/18/2000 Reg. Fee Paid 11/18/2002
Secugen Corporation	OPEN THE WORLD WITH YOUR FINGERTIP! Serial No. 76/109,993 Reg. No. 2,473,710	United States	CLASS: 9 Hardware, software and firmware for biometric recognition, identification and authentication	Registered App. Date 8/14/2000 Reg. Date 7/31/2001 Section 8/15 Due 7/31/2007 Renewal Due 7/31/2011
Secugen Corporation	OPEN THE WORLD WITH YOUR FINGERTIP! Serial No. 1092842	Canada	NA Hardware, software and firmware for biometric recognition identification and authentication	Filed App. Date 2/14/2001 Published 10/23/2002
Secugen Corporation	OPEN THE WORLD WITH YOUR FINGERTIP! Serial No. 200112103 Reg. No. 4546085	Japan	CLASS: 9 Hardware, software and firmware for biometric recognition identification and authentication	Registered App. Date 2/14/2001 Reg. Date 2/22/2002 Renewal Due 2/22/2012
Secugen Corporation	SECUEDESKTOP Serial No. 76/109,978 Reg. No. 2,471,739	United States	CLASS: 9 Hardware, software and firmware for biometric recognition, identification and authentication	Registered App. Date 8/14/2000 Reg. Date 7/24/2001 Section 8/15 Due 7/24/2007 Renewal Due 7/24/2011
Secugen Corporation	SECUEDESKTOP Serial No. 1092845	Canada	NA Hardware, software and firmware for biometric recognition identification and authentication	Filed App. Date 2/14/2001 Published 9/11/2002 Reg. Fees Due 5/28/2003
Secugen Corporation	EYED HAMSTER Serial No. 76/111,110 Reg. No. 2,575,450	United States	CLASS: 9 Computer hardware, software and firmware for biometric recognition, identification and authentication	Registered App. Date 8/14/2000 Reg. Date 6/4/2002 Section 8/15 Due 6/4/2008 Renewal Due 6/4/2012
Secugen Corporation	EYED OPTIMOUSE Serial No. 76/109,994 Reg. No. 2,598,995	United States	CLASS: 9 Hardware, software and firmware sold together as a unit for biometric recognition, identification and authentication	Registered App. Date 8/14/2000 Reg. Date 7/23/2002 Section 8/15 Due 7/23/2008 Renewal Due 7/23/2012
Secugen Corporation	EYED KEYBOARD Serial No. 76/110,431	United States	CLASS: 9 Computer hardware, software and firmware for biometric recognition, identification and authorization	Abandoned 9/24/2002 App. Date 8/16/2000
Secugen Corporation	SECUIBAS Serial No. 78/051,789	United States	CLASS: 9 Hardware, software and firmware for biometric recognition, identification and authentication	Filed App. Date 3/7/2001 Petition to Revive filed 12/9/2002 Statement of Use Filed 12/9/2002

sf-1422493

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Conveying Party:

SecuGen Corporation

Receiving Parties:

Morrison & Foerster LLP

CERTIFICATE OF MAILING BY EXPRESS MAIL

BOX ASSIGNMENTS
Commissioner of Patents and Trademarks
Washington, D.C. 20231

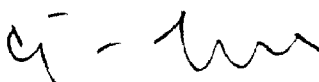
Express Mail Label No.: EL671571775US

Date: January 8, 2003

Dear Sir:

I hereby certify that the attached Recordation of Security Agreement (Trademarks Only), authorization to charge \$240 for the filing fee and any additional fees which may be required, or to credit any overpayment, to Deposit Account No. 03-1952 and receipt verification postcard are being deposited with the United States Postal Service as express mail in an envelope addressed to: BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231, on January 8, 2003.

Respectfully submitted,

By: 
Chase Trombella