

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BNX Systems Corporation		03/02/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Carlyle Venture Partners, L.P.
Street Address:	600 Montgomery Street, 39th Fl.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP:

Name:	Carlyle U.S. Venture Partners, L.P.
Street Address:	600 Montgomery Street, 39th Fl.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP:

Name:	C/S Venture Investors, L.P.
Street Address:	600 Montgomery Street, 39th Fl.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP:

Name:	Carlyle Venture Coinvestment, L.L.C.
Street Address:	600 Montgomery Street, 39th Fl.
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	limited liability company:

CH \$65.00 76487941

Name:	Columbia Capital Equity Partners II (QP), L.P.
Street Address:	201 North Union Street, Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED PARTNERSHIP:

Name:	Columbia Capital Equity Partners III (QP), L.P.
Street Address:	201 North Union Street, Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED PARTNERSHIP:

Name:	Columbia BioNetrix Partners III, LLC
Street Address:	201 North Union Street, Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	limited liability company:

Name:	Columbia Capital Equity Partners III (AI), L.P.
Street Address:	201 North Union Street, Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	LIMITED PARTNERSHIP:

Name:	Walker Investment Fund II SBIC, LP
Street Address:	3060 Washington Road, Suite 200
City:	Glenwood
State/Country:	MARYLAND
Postal Code:	21738
Entity Type:	LIMITED PARTNERSHIP:

Name:	The Diner Club I, LLC
Street Address:	402 Maple Avenue West
City:	Vienna
State/Country:	VIRGINIA

Postal Code:	22180
Entity Type:	limited liability company:

Name:	William Melton
Street Address:	2086 Hunters Crest Way
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22181
Entity Type:	INDIVIDUAL:

Name:	Columbia BioNetrix Partners, LLC
Street Address:	201 North Union Street, Suite 300
City:	Alexandria
State/Country:	VIRGINIA
Postal Code:	22314
Entity Type:	limited liability company:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76487941	BNX
Serial Number:	76143007	BIONETRIX

CORRESPONDENCE DATA

Fax Number: (703)456-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7034568024
Email: plamm@cooley.com
Correspondent Name: Patricia A. Lamm
Address Line 1: 11951 Freedom Drive, 16th Fl.
Address Line 2: Cooley Godward LLP
Address Line 4: Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	304235100
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NAME OF SUBMITTER:	Patricia A. Lamm
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Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 2, 2004 by and between **BNX SYSTEMS CORPORATION**, a Delaware corporation ("**Grantor**") and the secured parties listed on the signature page hereof (each a "**Secured Party**" and collectively the "**Secured Parties**").

RECITALS

A. Each Secured Party has made certain advances of money to Grantor (the "**Loans**") in the amounts and manner set forth in those certain Convertible Subordinated Promissory Notes executed by Grantor in favor of each Secured Party (collectively, as the same may be amended, modified or supplemented from time to time, the "**Notes**") and that certain Note Purchase Agreement, dated as of March 2, 2004, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Purchase Agreement**"). Each Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to each Secured Party a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, dated of even date herewith, by and between Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"), Grantor has granted to each Secured Party a security interest in all of Grantor's right, title and interest in, to or under all of the Grantor's assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Notes, the Purchase Agreement and Security Agreement (collectively, the "**Loan Documents**"), Grantor hereby represents, warrants, covenants and agrees as follows:

To secure its obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantor and each Secured Party, Grantor grants and pledges to each Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on **Exhibits A, B and C** hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to each Secured Party under the Security Agreement. The rights and remedies of Secured Party with

respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to each Secured Party as a matter of law or equity. Each right, power and remedy of each Secured Party provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by each Secured Party of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including each Secured Party, of any or all other rights, powers or remedies.

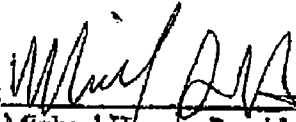
Grantor represents and warrants that **Exhibits A, B, and C** attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMPANY:


BNX SYSTEMS CORPORATION

By: 
Michael Harper, President and Chief Executive Officer

LENDERS:

CARLYLE VENTURE PARTNERS, L.P.


By: TCG Ventures, Ltd.
General Partner

By: 
~~Robert E. Grady~~ John F. Harris
Attorney-in-Fact

CARLYLE U.S. VENTURE PARTNERS, L.P.

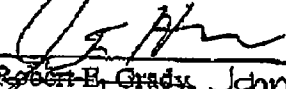
By: TCG Ventures, L.L.C.
General Partner

By: TC Group, L.L.C. Managing Member
By: TCG Holdings, L.L.C.
Manager

By: 
~~Robert E. Grady~~ John F. Harris
Managing Director

C/S VENTURE INVESTORS, L.P.

By: TCG Ventures, Ltd.
General Partner

By: 
~~Robert E. Grady~~ John F. Harris
Attorney-in-Fact

[Signature Page Intellectual Property Security Agreement]

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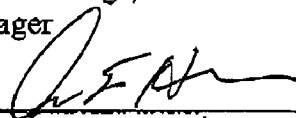
CARLYLE VENTURE COINVESTMENT, L.L.C.

By: TCG Ventures, L.L.C.
Manager

By: TCG Group, L.L.C. Managing Member

By: TCG Holdings, L.L.C.
Manager

By:



~~Robert E. Grady~~ John F. Harris
Managing Director

[Signature Page Intellectual Property Security Agreement]

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TRADEMARK
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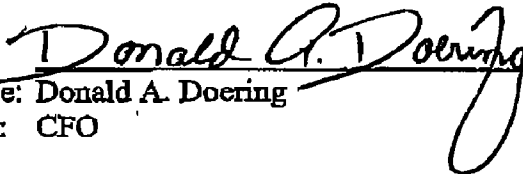
**COLUMBIA CAPITAL EQUITY PARTNERS II
(QP), L.P.**

By: Columbia Capital Equity Partners, L.L.C.
General Partner

By: 
Name: Donald A. Doering
Title: CFO

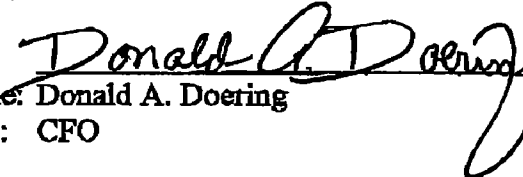
COLUMBIA BIONETRIX PARTNERS, LLC

By: Columbia Capital, L.L.C.
Manager

By: 
Name: Donald A. Doering
Title: CFO

**COLUMBIA CAPITAL EQUITY PARTNERS III
(QP), L.P.**

By: Columbia Capital Equity Partners, L.L.C.
General Partner

By: 
Name: Donald A. Doering
Title: CFO

COLUMBIA BIONETRIX PARTNERS III, LLC

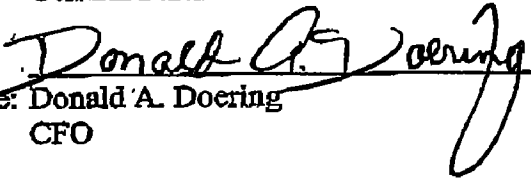
By: Columbia Capital III, L.L.C.
Manager

By: 
Name: Donald A. Doering
Title: CFO

[Signature Page Intellectual Property Security Agreement]

**COLUMBIA CAPITAL EQUITY PARTNERS III
(AD), L.P.**

By: Columbia Capital Equity Partners III, L.P.
General Partner

By: 
Name: Donald A. Doering
Title: CFO

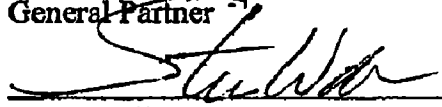
[Signature Page Intellectual Property Security Agreement]

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WALKER INVESTMENT FUND II SBIC, LP

By: Walker Ventures SBIC, LLC
General Partner

By: 
Name: Steve Walker
Title: Member

[Signature Page Intellectual Property Security Agreement]

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William Melton

[Signature Page Intellectual Property Security Agreement]

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THE DINNER CLUB I, LLC

By: John May
Name: John May
Title: Manager, NV/Siamous, LLC
its manager

[Signature Page Intellectual Property Security Agreement]

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EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices US Patent No. 6,256,737	1793.0010000	Patented.
System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices European Patent Application (1793.0010000)	1793.0010000	Application is open for Examination
System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices Japanese Patent Application (1793.0010000)	1793.001JP00	Petition for Examination due March 7, 2007.
System, Method and Computer Program Product for Allowing Access to Enterprise Resources Using Biometric Devices Taiwan Patent No. 155887 (1793.0010000)	1793.001TW00	Patented
System, Method and Computer Program Product for an Authentication Management Infrastructure U.S. Patent Application – Continuation-in-part application from 1793.0010000	1793.0010001	Application was filed on March 1, 2000. Application is open for Examination.
System and Method for Authentication U.S. Provisional Patent Application	1793.0010002	Non-Provisional due January 23, 2004
System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information U.S. Non-Provisional Patent Application	1793.0160001	Application was filed on October 25, 2000. RCE filed 12/03/03.
System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information Canadian Patent Application (1793.0160001)	1793.016CA01	Petition for Examination due February 5, 2006
System, Method and Computer Program Product for Enrolling and Authenticating Communication Protocol-Enabled Clients for Access to Information Japanese Patent Application (1793.0160001)	1793.016JP01	Petition for Examination due February 5, 2008
A System and Method for Providing Unified Authentication Services for On-line Applications U.S. Non-Provisional Patent Application	1793.0280001	Application was filed on March 23, 2001. Application is open for Examination.

Description	Registration/ Application Number	Registration/ Application Date
A System and Method for Providing Unified Authentication Services for On-line Applications Canadian Patent Application (1793.0280001)	1793.028CA01	Petition for Examination due March 23, 2006
A System and Method for Providing Unified Authentication Services for On-line Applications Japanese Patent Application (1793.0280001)	1793.028JP01	Petition for Examination due March 23, 2008
System and Method for Automatically Detecting and then Self-Repairing Corrupt, Modified or Non-Existent Files via a Communication Medium U.S. Non-Provisional Patent Application	1793.0310001	Application was filed on December 17, 2001. Application is open for Examination. 1/14/03 - Todd Headley instructed us to stop prosecution of this case. RES said we will just wait for the first OA.
System and Method for Automatically Detecting and then Self-Repairing Corrupt, Modified or Non-Existent Files via a Communication Medium PCT Application (1793.0310001)	1793.031PC01	1/14/03 - Todd Headley instructed us to stop prosecution of this case. Inactive.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
BIONETRIX Japanese Trademark Application	1793.011JP00	Awaiting Examination
BIONETRIX U.S. Trademark Application	76143007	Application Suspended on May 8, 2001
BNX U.S. Trademark Application	76487941	Response to Office Action due February 15, 2004.