

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goddard Technology Corporation		09/13/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ImageWare Systems, Inc.
Street Address:	10883 Thornment Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92127
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2115941	ID EXPRESS
Registration Number:	2115455	WINBADGE

CORRESPONDENCE DATA	
Fax Number:	(864)282-1177
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	864-370-2211
Email:	ksteading@nexsenpruet.com
Correspondent Name:	John B Hardaway III
Address Line 1:	PO Box 10107
Address Line 4:	Greenville, SOUTH CAROLINA 29603-0107

ATTORNEY DOCKET NUMBER:	27000-3
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NAME OF SUBMITTER:	Kathy J Steading
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PLAN AND AGREEMENT OF REORGANIZATION

AMONG

GODDARD TECHNOLOGY CORPORATION

AND

IMAGING TECHNOLOGY CORPORATION

AND

IMAGEWARE SYSTEMS, INC.

DATED AS OF

SEPTEMBER 13, 2000

THIS PLAN AND AGREEMENT OF REORGANIZATION (the "Plan") is entered into as of September 13, 2000, by and among ImageWare Systems, Inc., a California corporation ("ImageWare"), Imaging Technology Corporation, a Delaware corporation and wholly owned subsidiary of ImageWare ("ITC"), and Goddard Technology Corporation, a Delaware corporation ("Goddard").

RECITALS

WHEREAS, Goddard is engaged in the business of developing, selling and servicing software identification badging systems (the "Business");

WHEREAS, Goddard wishes to transfer the Business and substantially all of its assets to ITC solely in exchange for shares of common stock of ImageWare (the "Shares") and the assumption of certain liabilities of Goddard by ITC on the terms and subject to the conditions set forth in this Plan; and

WHEREAS, ITC and Goddard desire and intend that the transactions described in this Plan qualify as a tax free reorganization pursuant to Section 368(a)(1)(C) of the Internal Revenue Code of 1986, as amended (the "Code"), it being contemplated by ImageWare that Goddard will thereafter, as an integral part of this transaction, distribute the Shares in complete liquidation of Goddard.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

BASIC TRANSACTIONS

1.1 Assets Purchased. Subject to the terms and conditions of this Plan, on the Closing Date (as defined below in **Section 1.6**), Goddard shall convey, sell, transfer, assign and deliver to ITC, and ITC shall purchase and acquire from Goddard, all right, title and interest of Goddard in and to all of Goddard's assets used in the Business and listed on **Schedule 1.1** hereto (the "Assets"), including without limitation, the following:

(a) all tangible personal property, furniture, machinery, tooling, equipment, fixtures, leasehold improvements, telephone and mobile communications equipment and other fixed assets used in the Business, and all books, manuals and documentation relating thereto, including sales records and normal business records associated with the Business;

(b) all inventory of the Business, wherever located (collectively, the "Inventory");

(c) all cash of the Business;

(d) all (i) patents, trademarks, trade names and logos and any derivations or combinations thereof, and all registrations and applications for the same, owned or used in connection with the Assets or the Business and all goodwill associated therewith, (ii) sales promotion materials relating to the Assets or the Business, including Goddard's telephone numbers and directory listings, (iii) all methods of operation and manuals, (iv) all customer and supplier lists and telephone numbers with respect to past, present or prospective customers and suppliers used in or related to the Assets or the Business, (v) all sales and credit records relating to the Assets or the Business and (vi) employee lists of all persons who immediately prior to the Closing Date were employees of the Goddard in respect of the Business;

(e) all of the Goddard's rights under (i) any and all agreements (including purchase orders) with customers and suppliers, (ii) any leases for tangible personal property, (iii) all assignable registrations, licenses, permits and approvals and (iv) all representation agreements with sales representatives, agents, and distributors, used in or relating to the Assets or the Business (collectively, the "Contracts");

(f) all computer programs, computer software, and other computer related information relating to and used in connection with the Assets or the Business;

(g) any and all claims and rights against third parties, if and to the extent they relate to the condition of the Assets including, without limitation, all rights under manufacturers' and vendors' warranties (collectively, the "Claims"); and

(h) all of Goddard's goodwill in, and the going concern value of, the Business, including the corporate name "Goddard Technology Corporation."

The Assets shall include, without limitation, all of the Assets reflected on the Goddard Balance

IN WITNESS WHEREOF, the parties hereto have executed this Plan as of the date first above written.

GODDARD TECHNOLOGY CORPORATION

By: William Donohue
William Donohue
President

IMAGING TECHNOLOGY CORPORATION

By: Charles Benz
Charles Benz
Chairman and Chief Executive Officer

IMAGEWARE SYSTEMS, INC.

By: S. James Miller, Jr.
S. James Miller, Jr.
Chairman and Chief Executive Officer