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REG. NO. 102670956 TRADEMARK

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

U.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.

<p>1. Name of conveying party(ies): Dr. Zheng Jason Geng</p> <p><input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State (California) <input type="checkbox"/> Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies): Name: <u>Genex Technologies, Inc.</u></p> <p>Internal Address: Street Address: <u>10605 Concord Street #500</u></p> <p>City: <u>Kensington</u> State: <u>Maryland</u> Zip: _____</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation-State: <u>Maryland</u> <input type="checkbox"/> Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>February 11, 2004</u></p>			
<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application No.(s): _____</p> <p>B. Trademark Registration No.(s): <u>2,808,950</u></p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Ronald P. Kananen Rader, Fishman & Grauer, PLLC</u></p> <p>Internal Address: <u>Atty. Dkt.: GNX-008</u></p> <p>Street Address: <u>1233 20th Street, NW Suite 501</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20036</u></p>		<p>6. Total Number of applications and registrations involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to Deposit Account <input type="checkbox"/> Authorized to be charged to credit card <small>(Form 2038 enclosed)</small></p> <p>8. Deposit account number: <u>18-0013</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>	
DO NOT USE THIS SPACE			
<p>9. Statement and signature: <i>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.</i></p> <p><u>Ronald P. Kananen, Reg. No. 24,104</u> <u>February 12, 2004</u> Name of Person Signing Signature Date</p> <p>Total number of pages including cover sheet, attachments, and document: <u>2</u></p>			

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ASSIGNMENT

WHEREAS, Dr. Zheng Jason Geng, 10605 Concord Street, #500, Kensington, Maryland ("Assignor"), is the owner of the entire right, title and interest in and to the following (collectively, the "Trademark Rights"):

Mark OMNIEYE registered as U.S. Trademark Registration No. 2,808,950


WHEREAS, Genex Technologies, Inc., a corporation duly organized and existing under the laws of the state of Maryland having a place of business at 10605 Concord Street, #500, Kensington, Maryland ("Assignee"), its successors, assigns, and legal representatives, wishes to acquire and Assignor wishes to transfer to Assignee the Trademark Rights:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor does hereby transfer and assign to Assignee any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof;

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and enure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

Dated: 2/11/04



Dr. Zheng Jason GENG