

**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			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BIO-key International, Inc.		09/30/2004	CORPORATION: MINNESOTA
Public Safety Group, Inc.		09/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
<b>Name:</b>	Aether Systems, Inc.
<b>Street Address:</b>	11500 Cronridge Drive
<b>Internal Address:</b>	Suite 110
<b>City:</b>	Owings Mills
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21117
<b>Entity Type:</b>	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2474585	PACKETWRITER
Registration Number:	2280672	PACKETCLUSTER
Registration Number:	2310535	PACKETCLUSTER PATROL
Registration Number:	2138480	CERULEAN
Registration Number:	2174356	
Registration Number:	1833708	SUNPRO

CORRESPONDENCE DATA	
Fax Number:	(312)861-2200
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-2000
Email:	dgasiorowski@kirkland.com
Correspondent Name:	Kirkland & Ellis LLP
Address Line 1:	200 East Randolph Drive
Address Line 2:	c/o Donna Gasiorowski, Sr.Legal Asst.
Address Line 4:	Chicago, ILLINOIS 60601

CH \$165.00 2474585

ATTORNEY DOCKET NUMBER:

40639-12 AETHER DRG

NAME OF SUBMITTER:

Donna Gasiorowski, Sr. Legal Asst.

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30<sup>th</sup> day of September, 2004 by BIO-key International, Inc., a Minnesota corporation ("BIO-key" and, individually, a "Grantor"), and Public Safety Group, Inc., a Delaware corporation ("PSG" and, individually, a "Grantor" and, together with BIO-key, "Grantors") in favor of Aether Systems, Inc. ("Grantee").

### WITNESSETH

WHEREAS, Grantors and Grantee are parties to a certain Subordinated Secured Promissory Note of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note"); and

WHEREAS, pursuant to the terms of the Note, Grantors have granted to Grantee, for the benefit of Grantee, a security interest in the Collateral, as that term is defined in the Note, including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, whether registered or unregistered, now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof ("Trademarks" and each individually a "Trademark"), together with all products and proceeds thereof, to secure the payment of the obligations owing by Grantors under the Note.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of the Note. The Note and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance under the Note, each Grantor hereby grants to Grantee, for its benefit, and hereby reaffirms its prior grant pursuant to the Note of, a continuing Lien on, and perfected second priority security interest in and against each Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future

(a) infringement or dilution of any Trademark or (b) injury to the goodwill associated with any Trademark.


3. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Grantee pursuant to this Agreement and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of September 30, 2004 (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Grantee, Laurus Master Fund, Ltd. and BIO-key. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern.

**[SIGNATURE PAGE FOLLOWS]**

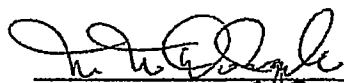
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of September 30, 2004.

**GRANTORS:**

**BIO-KEY INTERNATIONAL, INC.,**  
a Minnesota corporation

By:   
Name: MICHAEL W. DEPASQUALE  
Title: CEO

**PUBLIC SAFETY GROUP, INC.,**  
a Delaware corporation

By:   
Name: MICHAEL W. DEPASQUALE  
Title: CEO

Agreed and Accepted  
As of September 30, 2004.

**GRANTEE:**

**AETHER SYSTEMS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of September 30, 2004.

**GRANTORS:**

**BIO-KEY INTERNATIONAL, INC.,**  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PUBLIC SAFETY GROUP, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Accepted  
As of September 30, 2004.

**GRANTEE:**

**AETHER SYSTEMS, INC.,**  
a Delaware corporation

By: David C. Reymann  
Name: David C. Reymann  
Title: Chief Financial Officer

**SCHEDULE 1**

<b>TRADEMARK</b>	<b>REGISTRATION #</b>	<b>REGISTRATION DATE</b>	<b>DATE OF FIRST USE</b>	<b>FOREIGN COUNTRIES</b>
PACKETWRITER	2,474,585	7/31/01	12/28/98	
PACKETCLUSTER	2,280,672	9/28/99	2/87	
PACKETCLUSTER PATROL	2,310,535	1/25/00	12/24/94	
CERULEAN	2,138,480	2/24/98	6/24/96	Brazil, European Union, Israel
Cerulean logo	2,174,356	7/21/98	6/24/96	Brazil, European Union, Israel, Mexico
SUNPRO	1,833,708	5/3/94	11/30/89	