

RECORDATION
TRADE

07-26-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102798824

6-83)
No. 067-0011 (exp. 4/94)

b settings

To the Honorable Commissioner of Patents and Trademarks

To record the attached original documents or copy thereof.

Name of conveying party(ies):

Iridian Technologies, Inc.

FINANCE SECTION

7-13-04

Individual(s) Association
General Partnership Limited Partnership

*Corporation-State Del
Other

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: July 1, 2004

2. Name and address of receiving party(ies)

Name: Perseus 2000, L.L.C., as agent

Internal Address:

Street Address: 2099 Pennsylvania Avenue, NW

City: Washington State: DC ZIP: 20006

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other Limited liability company

If assignee is not domiciled in the United States, a certified representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41).....\$ 490.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

07/23/2004 REGISTRATION 00000053 1983014

DO NOT USE THIS SPACE

01 FEB 2004 40.00 OP

09 FEB 2004 130.00 OP

Statement and signature.

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.

Laura Konrath
Name of Person Signing

Signature

7/18/04

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

TRADEMARK
REEL: 003012 FRAME: 0276

Continuation
 6/24/04
 Item 4

Iridian Technologies® Trademarks

WWKMN Docket Number	Title	Remarks
	IRISCAN	US 1,983,014 Issued 6-25-96
	IRISCAN & Design	US 1,983,038 Issued 6-25-96
	IRISCAN & Design	CTM 147124 Issued 9-16-98
	IRISCAN Logo	Japan 4,237,651 Issued 2-5-99
	IRISCODE	US 2,302,544 Issued 12-21-99
	IRISENGINE	US 2,377,884 Issued 8-15-00
	IRISACCESS®	US Reg. 2,440,052 Issued 4-3-01
	PC IRIS	US Reg. 2,576,786 6-2-02
	I SCAN	CTM Regis. No. 705657
	IRIDIAN	US Reg. 2,646,711 11/5/02
	IRIDIAN TECHNOLOGIES	US Reg. 2,643,924 10/29/02
	AUTHENTICAM	US Reg. 2,525,177 Rcvd. 1/1/02
	ANONYMOUS AUTHENTICATION	US Reg 2,762,170 Issued 9-9-03
	IRIDIAN and Design	US Reg 2,602,449 Issued 7-30-02
	IRIDIAN TECHNOLOGIES and Design	US Reg. 2,684,378 Issued 2/4/03
	KNOWHO	US Reg. 2,669,905 Issued 12/31/02
	PRIVATE ID and Design	US Reg. 2,664,167 Issued 12/17/02
IRID-0130	PKID & Design	US App 76/188,386 1-2-01
IRID-0135	IRISACCESS	Brazil App 823562743 2/14/01
	IRISACCESS	Korea Reg. 81133 Issued 11/6/02
	IRISACCESS	CTM (EU) Reg. 2100980 Issued 1-23-03

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	IRIDIAN	CTM Registration 2101012 Issued 3-13-02
	IRIDIAN TECHNOLOGIES	CTM Registration 2100584 Issued 10-21-02
	ANONYMIDY	CTM Registration 2112027 Issued 4-12-02
	PKID & Design	CTM Registration 2192862 Issued 5-22-02
IRID-0368	IRISCODE	Brazil App 823828522 Filed 4/27/01
	IRISCODE	China Reg. 1762836 Issued 5-6-02
	IRISCODE	Israel Registration 148634 Issued 8/4/02
	IRISCODE	Japan Registration 4572170 Issued 5/24/02
	IRISCODE	Singapore Reg T01/05935F Filed 4/26/01
IRID-0376	KNOWHO	Brazil App 823828557 Filed 4/27/01
	KNOWHO	China App 2001068645 Reg 1981082 10/21/02
	KNOWHO	CTM (EU) Reg 2193043 4/25/01
	KNOWHO	Israel Reg. 148632, 148633 Issued 3-4-02
	KNOWHO	Japan Reg 4651054 Issued 3/7/03
	KNOWHO	Korean Reg. 533921 Issued 10/31/02
IRID-0383	KNOWHO	Singapore App T01/05936D Filed 4/26/01
IRID-0384	ID & Design	Brazil App 823846547 Filed 4/27/01
IRID-0385	ID & Design	China App 2001068642 4/27/01
	ID & Design	CTM Registration 2192623 Issued 4-15-02
	ID & Design	Israel Registration 148629, 148630 Issued 8-4-02
IRID-0389	ID & Design	Korean App 40-2001-18348 Filed 4/27/01
IRID-0391	PRIVATE ID and Design	Brazil App 823828549 Filed 4/27/01
IRID-0392	PRIVATE ID and Design	China App 2001068644 4/27/01

IRID-0394	PRIVATE ID and Design	India App 1005587B 4/25/01
IRID-0395	PRIVATE ID & Design	Israel Registration 148631 Issued 8-4-02
IRID-0396	PRIVATE ID and Design	Japan Priority Date 10/27/00 Japan App 39723/2001 Filed 4/27/01 Final Rejection 10/02 Possible appeal
IRID-0397	PRIVATE ID and Design	Singapore Reg T01/05938J Issued 10/27/00
IRID-0398	PKID & Design	Israel Registration 14635, 14636 Issued 8-4-02
IRID-0399	KNOWHO	Singapore Reg T01/05937B Issued 10/27/00
IRID-0410	KNOWHO	Brazil App 823828530 Filed 4/27/01
IRID-0411	ID & Design	Brazil App 823828565 Filed 4/27/01
IRID-0412	KNOWHO	Korean Reg 83705 Issued 2/3/03
IRID-0413	ID & Design	Korean App 40-2001-7735 Filed 4/27/01
IRID-0414	KNOWHO	China Reg. 2014210 Issued 9-28-02
IRID-0416	ID & Design	China App 2001068643 4/27/01
IRID-0417	PKID & Design	China App 2001068649 4/27/01
IRID-0418	IRISIDENT	US Reg. 2,105,770 Section 8 Declaration required by 10/14/03
IRID-0492	PROOF POSITIVE	US App. 76/487,617 Filed 2/3/03
IRID-0494	IRISKEY	US App 76/496,778 Notice of Allowance 2/10/04 Statement of Use 6/16/04
IRID-0543	OPENIRIS	US App 76/592,673 5/17/04

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 1, 2004, by Iridian Technologies, Inc., a Delaware corporation (the "Grantor") to and in favor of Perseus 2000, L.L.C., a limited liability company (the "Agent"), as agent for the Purchasers identified in the Note and Warrant Purchase Agreement (as from time to time amended, modified, restated, supplemented and in effect, the "Purchase Agreement") among the Grantor, the Guarantors, the Agent and the Purchasers party thereto and dated as of even date herewith (in such capacity, the "Secured Party").

WHEREAS, pursuant to the Purchase Agreement, the Grantor has issued or will issue to the Purchasers in one or more Closings (i) Senior Secured Promissory Notes (the "Notes") and (ii) warrants to purchase shares of Common Stock (the "Warrants");

WHEREAS, in order to induce the Purchasers to accept the Notes in accordance with the Purchase Agreement, and in consideration therefore, the Grantor has agreed to grant to the Secured Party, as agent for the Purchasers, a perfected Lien on and security interest in all of the Grantor's Intellectual Property Collateral, whether now or hereafter existing, owned or acquired, all pursuant to the terms of this Agreement and the Security Agreement, in order to secure the Obligations; and

WHEREAS, it is a condition precedent to the acceptance of the Notes by the Purchasers that the Grantor executes and delivers this Agreement.

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

1. Defined Terms. Capitalized terms used herein without definition shall be defined in the manner set forth in the Purchase Agreement or in the Security Agreement.
2. Grant of Security Interest in Intellectual Property Collateral. As security for the Obligations, the Grantor hereby assigns and pledges and grants to the Secured Party, and its successors and assigns, for the benefit of the Purchasers with respect to the Obligations, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the Intellectual Property Collateral, whether presently existing or hereafter created or acquired. For purposes of this Agreement, the term "Intellectual Property Collateral" means collectively (a) all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, (b) all reissues, continuations, renewals or extensions of the foregoing (or the right to obtain all reissues, continuations, renewals or extensions of the foregoing), (c) all goodwill of the Grantor's business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License, (d) any and all trade secrets, shop rights, know-how or licenses to the same, and (e) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, (v)

infringement or dilution of any Copyright or any Copyright licensed under any Copyright License, (vi) any misappropriation of any trade secret and (vii) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warranties. The Grantor represents and warrants to the Secured Party on the date of the Initial Closing and on the date of each other Closing that the Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office together with payment of the appropriate filing fees, perfected security interests in favor of the Secured Party in all of the Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, the Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements pursuant to the Security Agreement, together with payment of the appropriate filing fees, all action necessary or otherwise requested by the Secured Party to protect and perfect the Secured Party's Lien on the Grantors' Patents, Trademarks and Copyrights shall have been duly taken.

4. Covenants. The Grantor covenants and agrees with the Secured Party, on behalf of the Purchasers, that from and after the date of this Agreement and until payment and satisfaction in full of the Obligations:

(a) The Grantor shall notify the Secured Party immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, of any misappropriation of any trade secret or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding the Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall the Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Secured Party prior written notice thereof, and, upon request of the Secured Party, the Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Secured Party) to evidence the Secured Party's, on behalf of the Purchasers, Lien on such Patent, Trademark or Copyright, and the general intangibles of the Grantor relating thereto or represented thereby.

(c) The Grantor shall take all actions reasonably necessary or requested by the Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks or Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, the Grantor shall notify the Secured Party promptly after the Grantor learns thereof. The Grantor shall, unless it shall reasonably determine

that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as the Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as the Secured Party may otherwise request.

5. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Notwithstanding anything to the contrary contained herein, any demand, notice, instruction, request or other action to be taken hereunder by the Secured Party (including, without limitation, any waiver, modification, alteration or amendment of this Agreement) shall require the prior written consent of the Majority Purchasers. Each party hereto acknowledges that the provisions of Section 5.2 of the Security Agreement are incorporated by reference herein as if fully set forth herein.

6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Termination of this Agreement. Subject to Section 6 hereof, this Agreement shall terminate upon payment and satisfaction in full of the Obligations.

8. Further Assurances. the Grantor agrees, at its expense, to do such further things, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and to take all such actions as the Secured Party may from time to time reasonably request for the preservation of the security interests and the rights and remedies created hereby, including but not limited to, the execution and delivery of such additional conveyances, assignments, agreements and instruments, the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the security interests created hereby and the execution, filing and recordation of any financing statements or other documents as the Secured Party may deem reasonably necessary or desirable for the perfection of the security interests granted hereunder. If any amount payable under or in connection with any of the Intellectual Property Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and

delivered to the Secured Party, duly endorsed in a manner satisfactory to the Secured Party. The Grantor agrees that, after the occurrence and during the continuance of an Event of Default, it shall upon request of the Secured Party, take any and all actions, to the extent permitted by applicable law, at its own expense, to obtain the approval of any governmental authority for any action or transaction contemplated by this Agreement that is then required by law, and specifically, without limitation, upon request of the Secured Party, to prepare, sign and file with any governmental authority any application or applications for consent to the assignment of licenses held by the Grantor, or for consent to the possession and sale of any of the Intellectual Property Collateral by or on behalf of the Secured Party.

9. Effectiveness. This Agreement shall take effect immediately upon execution by the Grantor.

10. Indemnity; Reimbursement of Secured Party; Deficiency. In connection with the Intellectual Property Collateral, this Agreement and the administration and enforcement or exercise of any right or remedy granted to the Secured Party hereunder, the Grantor agrees, subject to the limitations set forth hereafter (a) to indemnify, defend and hold harmless the Secured Party from and against any and all claims, demands, losses, judgments and liabilities (including, but not limited to, liabilities for penalties) of whatever nature, relating thereto or resulting therefrom, and (b) to reimburse the Secured Party for all reasonable costs and expenses, including, but not limited to, the reasonable fees and disbursements of attorneys, relating thereto or resulting therefrom. The foregoing indemnity agreement includes all reasonable costs incurred by the Secured Party in connection with any litigation relating to the Intellectual Property Collateral whether or not the Secured Party shall be a party to such litigation, including, but not limited to, the reasonable fees and disbursements of attorneys for the Secured Party, and any out-of-pocket costs incurred by the Secured Party in appearing as a witness or in otherwise complying with legal process served upon it. The obligations of the Grantor in this Section 10 are limited to the extent claims for indemnity, defense, or reimbursement do not arise from the gross negligence or willful misconduct of the Secured Party. In no event shall the Secured Party be liable, in the absence of gross negligence or willful misconduct on its part, for any matter or thing in connection with this Agreement other than to account for moneys actually received by it in accordance with the terms of the Security Agreement, and the Grantor hereby releases the Secured Party from any and all claims, causes of action and demands at any time arising out of or with respect to this Agreement or the Intellectual Property Collateral. All indemnities contained in this Section 10 and elsewhere in this Agreement shall survive the expiration or earlier termination of this Agreement. After application of the proceeds by the Secured Party pursuant to Section 4.5 of the Security Agreement, the Grantor shall remain liable to the Secured Party for any deficiency.

11. Continuing Lien. It is the intent of the parties hereto that (a) this Agreement shall constitute a continuing agreement as to any and all future, as well as existing transactions, between or among the Grantor and the Secured Party under or in connection with the Notes, and (b) the security interest provided for herein shall attach to after-acquired as well as existing Intellectual Property Collateral.

12. Termination. Upon payment and satisfaction in full of the Obligations, the Secured Party shall reassign, redeliver and release (or cause to be so reassigned, redelivered and released), without recourse upon or warranty by the Secured Party, and at the sole expense of the Grantor, to the Grantor, against receipt therefore, such of the Intellectual Property Collateral (if any) as shall not have been sold or otherwise applied by the Secured Party pursuant to the terms hereof and not theretofore reassigned, redelivered and released to the Grantor, together with appropriate instruments of reassignment and release.

13. Notices. All notices required to be given hereunder shall be in writing and shall be given by personal delivery, facsimile transmission, nationally recognized overnight carrier (prepaid) or registered or certified mail, postage prepaid with return receipt requested. Notices shall be addressed, if to the Secured Party, to it at 2099 Pennsylvania Avenue, N.W., Washington, D.C. 20006, Facsimile No. (202) 429-0588, Attention: Kenneth M. Socha, and if to the Grantor, to it at 1245 N. Church Street, Suite 3, Moorestown, NJ 08057, Facsimile No. (856) 222-9020, Attention: President and CEO. Notices delivered personally shall be deemed given as of actual receipt, notices sent by facsimile transmission shall be deemed given as of one business day following receipt by the sender of written confirmation of transmission thereof, notices sent by overnight courier shall be deemed given as of one business day following sending and notices mailed shall be deemed given as of five business days after proper mailing. A party may change an address by written notice in accordance herewith.

14. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Secured Party that are contained in this Agreement shall bind and inure to the benefit of its respective successors and assigns. The Grantor may not assign or transfer any of its rights or obligations hereunder without the prior written consent of the Secured Party.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding, however, its choice of law rules.

16. Consent to Jurisdiction; Waiver of Jury Trial. The parties hereto irrevocably consent to the exclusive jurisdiction of the Federal and state courts, located in New York County, New York, in any suit or proceeding based on or arising under this Agreement and irrevocably agree that all claims in respect of such suit or proceeding shall be determined in such courts. The parties hereto irrevocably waive the defense of an inconvenient forum to the maintenance of such suit or proceeding. The parties hereby waive any and all rights to trial by jury in any action or proceeding to enforce or defend any rights under this Agreement.

17. Waivers. No failure or delay of the Secured Party in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or future exercise thereof or the exercise of any other right or power. The rights and remedies of the Secured Party hereunder are cumulative and not exclusive of any

rights or remedies which it would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Grantor therefrom shall in any event be effective unless the same shall be authorized as provided in Section 18, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Grantor in any case shall entitle the Grantor to any other or further notice or demand in similar or other circumstances.

18. Amendments. Subject to Section 5.2 of the Security Agreement, neither this Agreement nor any provision hereof may be amended, modified, altered or waived except pursuant to an agreement or agreements in writing entered into by the Grantor and the Secured Party (which shall receive the prior written consent of the Majority Purchasers).

19. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

20. Facsimile. This Agreement may be executed by, and the transactions contemplated hereby may be closed by, the delivery of facsimile copies of the signatures of the parties hereto.

21. Headings. Article and Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

IRIDIAN TECHNOLOGIES, INC.

By: Frank Fitzmaurice

Name: Frank Fitzmaurice

Title: CEO

Acknowledged by:

PERSEUS 2000, L.L.C., as Agent

By: Perseus 2000 Management, L.L.C., its Manager

By: Kenneth M. Sach

Name:

Title:

[Acknowledgment to IP Security Agreement]

Schedule I

See Attached

(see color code at end of document)

<u>Ref Num</u>	<u>Patent Application Title</u>	<u>Filing Date Granting Date</u>	<u>Serial No. Patent No.</u>	<u>Foreign Patent Status</u>	<u>Inventors</u>	<u>Docket #</u> 6 digit #'s are BI IRID #'s are WW	<u>Type</u> H - Image H/W P - Processing A - Applications
	Compact Image Steering and Focusing Device	5/15/96 2/10/98	5,717,512	PCT/US97/08131 PCT filed 5/14/97 9724711.1 EPO filed 12/8/98	T. Chmielewski G. VonHof M. Negin R. McKendall	IRID-0303 IRID-0218 (EPO)	H
	Method of Verifying the Location of an Eye in a Close-up Image	12/2/97 2/22/2000	6,028,949	None		IRID-0328	P
	Method of Measuring the Focus of Close-up Image of Eyes	12/2/97 9/14/99	5,953,440	None	G. Zhang M. Salganicoff	US APP:970833	P
	Image Subtraction to Remove Ambient Illumination	12/1/97 2/1/00	6,021,210	None	T. Camus T. Chmielewski	US APP:970828	P
	Method and Apparatus for Illuminating and Imaging Eyes Through Eyeglasses Using Multiple Sources of Illumination	12/1/97 4/25/00 4/17/00 6/26/01	6,055,322 6,252,977 (CIP)	PCT/US98/25424 based on US 6,055,322 Jap. filed 5/30/00 Jap: #2000-522836 publ 12/4/01 Eff date 11/30/98 Exam by 11/30/05 Kor. filed 5/23/00 Eff date 11/30/98 Exam by 11/30/03 Notice of allowance 3/23/03 Eur. filed 6/13/00 Eff date 11/30/98 App #98960579.5 Maintenance fee: 10/25/03	M. Salganicoff K. Hanna M. Braithwaite	CIP: 000215 (IRID-0140) Jap. App:000377 IRID-0273 Europe:000395 Korea: 000378 (IRID-0274) EPO: IRID-0257	H
	Cable Driven Image Steering and Focusing Device	11/28/97 12/21/99	6,005,704	None	G. Van Sant T. Chmielewski M. Negin C. Killion	US APP:970682	H
	Method and Apparatus for Removal of Bright Spots by the	1/27/98 7/11/00	6,088,470	1/26/99 PCT/US99/01541	T. Camus M. Salganicoff	PCT:990023 US App: 970867	P

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This material is property of Iridian Technologies, Inc. and contains material proprietary to Iridian Technologies, Inc. The contents are for confidential use only, for purposes of Iridian Technologies' contractual performance, and are not to be disclosed to any other party, in any manner, in whole or in part, without the express written approval of Iridian Technologies, Inc.

(see color code at end of document)

<u>Ref Num</u>	<u>Patent Application Title</u>	<u>Filing Date Granting Date</u>	<u>Serial No. Patent No.</u>	<u>Foreign Patent Status</u>	<u>Inventors</u>	<u>Docket #</u> 6 digit #'s are BI IRID #'s are WW	<u>Type</u> H - Image H/W P - Processing A - Applications
	Fusion of Multiple Images			Japan filed 7/25/00 Japan: 2000-528952 Eff date 1/26/99 Request exam: 1/26/06 Abandoned 12/25/02 Korea: 2000-7008222 Europe: 99903372.3 Eff date 1/26/99 Request exam: 1/26/04 Maintenance fee 7/11/2004 PCT Exam. Report revd - all claims patentable - PCT can now issue	K. Hanna T. Chmielewski	(IRID-0329) Jap. App: 000541 IRID-0292 Eur. App: 000540 IRID-0276 (EPO)	
	Method of Selecting the Best Enroll Image for Personal Identification	03/04/98 11/2/99	5,978,494	None	G. Zhang	US APP:970865 IRID-0330	P
	Method and Apparatus for Integrating Multiple 1-D Filters into a Digital Image Stream Interface	5/14/98	6,594,399	None	T. Camus, G. Greene K. Kaighn	US APP:IRID-0143 Notice of Allowance 11/01	P
	Method and Apparatus for Illuminating and Imaging Eyes Through Eyeglasses	11/2/97 5/30/00	6,069,967	None	M. Rozmus M. Salganicoff	US APP:970736 IRID-0308	P
	Method and Apparatus for Positioning Subjects Before a Single Camera	11/4/97 5/16/00	6,064,752	None	M. Rozmus M. Negin G. DelaRosa A. O'Brien	US APP:970683	P
26	Method and Apparatus for Acquiring Images of Irises for Use in Biometric Verification and Recognition	8/26/96	08/702,923 (Abandoned)	PCT US971/14873 PCT filed: 8/22/97 PCT publi: 3/26/98 Nationals filed 2/25/99 AU CA JP KE EPO on 3/25/99 App:990213	M. Negin T. Chmielewski M. Salganicoff R. Sainsbury R. Mandelbaum	US APP:IRID-0448 Abandoned PCT:970577	H

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(see color code at end of document)

<u>Ref Num</u>	<u>Patent Application Title</u>	<u>Filing Date Granting Date</u>	<u>Serial No. Patent No.</u>	<u>Foreign Patent Status</u>	<u>Inventors</u>	<u>Docket #</u> 6 digit #'s are BI IRID #'s are WW	<u>Type</u> H - Image H/W P - Processing A - Applications
31	Image Steering to a Camera Using Rotatable Prisms	6/5/98	Australian Patent 727389 Korea Patent 342159	Australian App 43282/97 Canadian App #2,264,029 European App #97941356.4 Japanese App. 10-511744 publ 5/14/02 # 2002-514098 Korea App 1999-7001528 Filed 8/22/97 Allowed 3/15/02 Issued 6/14/02 None	D. Mishra, K. Hanna	Aus APP:990141 IRID-0235 Can APP:990142 IRID-0236 Jap. APP:99014 (IRID-0253) Korea 0254 IRID-0254	H
32	Compact Image Steering Device (enhanced periscope, R3) Compact Imaging Device Incorporating Rotatably Mounted Cameras (title as amended 3/23/01)	12/31/98 9/17/01	6,320,610	PCT filed 12/31/99 PCT/US99/31183 Abandon Int'l coverage Notice of Allowance - Issue Fee 7/9/01	G. Van Sant T. Chmielewski C. Killion; A. Banerjee G. Van Sant, M. Negin T. Chmielewski J. Drozd, K. Kaighn	IRID-0297 Office actions received 2/12/2001 1/29/2002 Abandoned 3/29/02 US APP:IRID-0298 PCT: IRID-0131	H
35	Method and Apparatus for Positioning Subjects using parallax and Projection Alignment	10/28/98	09/181,453		M. Negin G. Van Sant	US APP:IRID-0295 Final Rejection response due 9/27/02 Abandoned	
36	Method and Apparatus for Securely Transmitting and Authenticating Raw Biometric Data over a Network	1/18/99 12/18/01 CIP 10/30/01	6,332,193 (CIP)10/020,791 Advisory Action 4/28/04	PCT filed 1/17/00 PCT/US00/01099 Nat'l Phase begun 7/5/01 EP App: 00904388.6 Not in South Africa Jap App:2000-594084 Mex. App:2001-007266 Canada: 2,358,535 Hong Kong - instructions re	R. Glass M. Salganicoff U. Cahn von Seelen	US: IRID-0299 PCT:IRID-0294 CIP: IRID-0479 EP: IRID-0421 South Africa-0447 Japan: IRID-0441 Mex: IRID-0443 Canada: 0420	P(2)

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REEL: 003012 FRAME: 0291

IRIDIAN TECHNOLOGIES DISCLOSURES AND ACTIVE PATENT APPLICATIONS

June 23, 2004

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<u>Ref Num</u>	<u>Patent Application Title</u>	<u>Filing Date Granting Date</u>	<u>Serial No. Patent No.</u>	<u>Foreign Patent Status</u>	<u>Inventors</u>	<u>Docket #</u> 6 digit #'s are BI IRID #'s are WW	<u>Type</u> H - Image H/W P - Processing A - Applications
				filing 3/13/02 (IRID-0421) Korea Patent: 10-407900 Published for opposition 12/3/03 Israel App 144131 Singapore 200104210-0 issue fee authorized 1/15/03 Brazil: PI 0008900-1 Filed 1/17/00 Request exam by 1/17/03 New Zealand 513000 issued 11/-4/02 CIP: PCT/US02/33722 RCE 5/28/04 Australia Office Action 10/9/03		Norway: 0445 Korea: IRID-0442 Israel: IRID-0440 Singapore: IRID-0446 Brazil: IRID-041 New Zealand: IRID-0444 Australia: IRID-0418 CIP PCT IRID-0491	
	Method and Apparatus for Applying and Verifying a Biometric Based Digital Signature to an Electronic Document	7/21/99	6,553,494	PCT filed 7/2100 PCT/US00/40455 Nat'l Phase: 1/21/02	Randal Glass	US APP:IRID-0300 Office Action Response filed 10/9/02 Notice of Allowance 12/2/02 Issued 4/22/03 PCT: 000536 IRID-0138	A
42	Multi-channel Switching for Minimally-intrusive Imaging of the Eye and Iris	11/3/99	09/432,616	None	M. Saltanicoff	US APP: IRID-0166 Office Action 8/01/02 citing McHugh et al Abandoned 10/9/02	
	Real-time Correlation Based Stereo on General Purpose Computing Hardware	1/10/2000 2/4/2003	6,516,087	None	T. Camus	US App:IRID-0167 Issued 2/4/03	P
	Precision Cable Drive System	12/20/99	6,503,163	None	Glen Van Sant, Chris Killion,	US APP:IRID-0296 Issued 1/7/2003	H

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<u>Ref Num</u>	<u>Patent Application Title</u>	<u>Filing Date Granting Date</u>	<u>Serial No. Patent No.</u>	<u>Foreign Patent Status</u>	<u>Inventors</u>	<u>Docket #</u> 6 digit #'s are BI IRID #'s are WW	<u>Type</u> H - Image H/W P - Processing A - Applications
	Method and Apparatus for Positioning Subjects using a Holographic Optical Element	3/31/00 10/9/01	6,299,306	PCT/US01/09882 Filing date: 3/29/01 Nat'l phase 9/30/02 Abandoned 5/7/03	Joe Spangler Braithwaite, Joint with Edmund	IRID-0169 IRID-0141 PCT IRID-0310	H
	Micro-illuminator for Use with Image Recognition System	3/31/00 4/1/03	6,540,392	PCT filed 3/29/01 PCT/US01/09881 Nat'l phase 9/30/02 Abandoned 12/19/02	Braithwaite	IRID-0168 Issued 4/1/03 PCT IRID-0309 Abandoned 12/19/02	H
	Iris Recognition System	2/4/86 2/3/87	4,641,349	EPO #0,215,818 (includes Austria, Belgium, France, UK, Germany, Italy, Luxembourg, Netherlands, Sweden, Switzerland) Serial #86901250.0 (Brazil, Austria, France, UK, Germany, Italy, Luxembourg, Netherlands, Switzerland, Sweden Israel: 77920 Austria:E65851; Belgium: 025818 UK: 0215818 Germany:P3680618.8-08; Japan: 1,881,832	Flom, Safir	USA: IRID-0034 Canada: 0037 Israel: 0038 Mexico: 0039 PCT: 0040 Brazil: 0041 EPO: 0042 Austria: 0043 Belgium: 0044 France: 0045 UK: 0046 Germany: 0047 Italy: 0048 Luxembourg: 0049 Netherlands: 0050 Switzerland: 0051 Sweden: 0052 Japan: 0053	P
	Biometric Personal Identification System Based on Iris Analysis	10/10/92 8/23/01	5,291,560 PCT/US92/0867.1 Korean Patent: 307792	Korean: 10-1995-701364 Can: 2145659	Daugman	US App: IRID-0005 PCT: 0012 Korea: 0013 Australia: 0014 (0060)	P

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<u>Ref Num</u>	<u>Patent Application Title</u>	<u>Filing Date Granting Date</u>	<u>Serial No. Patent No.</u>	<u>Foreign Patent Status</u>	<u>Inventors</u>	<u>Docket #</u> 6 digit #'s are BI IRID #'s are WW	<u>Type</u> H - Image H/W P - Processing A - Applications
		12/19/01	EPO 0,664,037 Japanese Patent: 1,881,832	Notice of Allowance 9/16/03 EPO: 0664037 (includes Austria, Belgium, Denmark, France, UK, Germany, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Spain, Sweden, Switzerland) Opposition period expired 10/23/02 Jap: Pat No. 3307936 Issued 5/17/02 Australia: 709835(52778/98) Hong Kong HK1013156 issued 5/31/02		Canada: 0015 EPO:0016 Austria: 0017 Belgium: 0018 Denmark: 0019 France: 0020 UK: 0021 Hong Kong: 0021A Germany: 0022 Greece: 0023 Ireland: 0024 Italy: 0025 Luxembourg: 0026 Monaco: 0027 Netherlands: 0028 Spain: 0029 Sweden: 0030 Switzerland: 0031 Jap: 0032 Australia Div: 0060 (0014)	
	Iris Imaging Telephone Security Module and Method	11/25/98 5/12/99 11/10/99 (PCT) 02/04/2002 (CIP #2)	6,377,699 6,483,930 (CIP)	PCT/US99/26559 Nat'l Phase: 5/25/2001 99 958 876.7 Australian app. 16153/00 Abandoned 11/8/03 Request exam by 3/25/02 Int'l filing date 11/10/99 Brazil App 5/25/01 (filing date 11/10/01) Request for Exam 11/10/02 Israel Nat'l Phase 5/1/01 Israel: 142915 10/10/99 Japan Nat'l phase 5/25/01 Request for exam 10/10/06	Musgrave Cambier	US Pat: IRID-0062 US CIP: IRID-0071 Issued 11/19/02 US 2 nd CIP: IRID- 0481 Abandoned 12/9/02 PCT: 0090 Australia 0335 Brazil 0336 (301182) Canada 0337 EPO (x18) 0338 Israel 0357 Japan 0358	H

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				Japan Serial #2000-584425 11/10/99 Mexico Ap:2001/005027 5/18/01 New Zealand app. 511432 Int'l filing date 11/10/99 Norwegian Ap 20012510 Singapore app. 200102540-2 Authorized abandonment by non-payment of issue fee 1/15/03 Int'l filing date: 11/10/99 S Africa app: 2001/3797 Issued: 7/31/02 Response to office action requested 6/28 by telcon		South Korea 0359 Mexico 0360 New Zealand 0361 Norway 0362 Singapore 0363 South Africa 0364	
	Handheld Iris Imaging Apparatus and Method	9/11/02 11/25/98 12/11/98 (CIP)	6,289,113 CIP: 09/209,344	South Africa 2001/3797 Dated 10/10/99 PCT/US99/26611 No National Phase Supplemental Info App filed 6/6/01	McHugh, Lee, Kuhla	US App: IRID-0064 CIP: IRID-0069 Notice of Appeal 9/26/02 PCT: IRID-0088	H
	Fast Focus Assessment System and Method for Imaging	11/25/98- prov 11/24/99 6/22/04	6,753,919	PCT/US99/28031 EPO: 99960587.6 9/12/01 EPO to publish on 1/16/02 Publ no. 1171996	Daugman	US Provisional Pat. App: IRID-0067 US App: IRID-0068 EPO: IRID-0458 PCT: IRID-0089	P
61	System and Method for Authentication of Shipping Transactions Using Printable and	11/9/99	09/437,103	Assignment recorded 3/15/00 PCT App filed 10/4/00 PCT/US0027261	Musgrave Cambier	US App :IRID-0070 Abandoned 3/11/03 PCT:IRID-0114	A

(see color code at end of document)

Ref Num	Patent Application Title	Filing Date Granting Date	Serial No. Patent No.	Foreign Patent Status	Inventors	Docket # 6 digit #'s are BI IRID #'s are WW	Type H - Image H/W P - Processing A - Applications
	Readable Biometric Data			Demand for Int'l Prelim. Exam. Due 6/9/01			
	System and Method of Fast Biometric Database Searching Using Digital Certificates	12/1/99	6,505,193	PCT filed 11/14/00 PCT/US00/42147 Demand for Exam 7/1/01 Final Rejection response due 7/26/02	Musgrave Cambier	US App: IRID-0074 Issued 1/7/2003 PCT: IRID-0132	A
	Portable Authentication Device and Method Using Iris Patterns (Iris Key)	9/14/99 8/15/00	6,532,298 3/11/03	PCT/US00/22358 PCT filed 8/15/00 Demand for Exam 4/11/01 Name change requested Nat'l Phase 5/9/02 Abandoned 2/27/02	Cambier Siedlarz	US App: IRID-0076 PCT: IRID-0110	H
64	System and Method of Biometric Authentication of Electronic Signatures Using Iris Patterns	11/9/99	09/436,804	PCT/US00/27294 PCT filed 10/4/00 Name change requested Nat'l Phase 5/9/02	Cambier Musgrave	US App: IRID-0077 Abandoned 12/3/03 PCT: IRID-0115	A
	System and Method of Animal Identification and Animal Transaction Authorization Using Iris Patterns	11/9/99 7/23/02	6,424,727	PCT/US00/27295 PCT App. filed 10/4/00 Name change requested Nat'l Phase 5/9/02	Cambier Musgrave	US App: IRID-0078 PCT: IRID-0116	A
67	Anonymous Biometric Authentication	2/12/01	09/781,333 US-2002-0112177-A1	Patent App sent 2/12/01 Declaration due 6/6/01 PCT must be filed by 2/12/02	Voltmer Siedlarz Cambier Fineburg	US App: IRID-0106 Published 8/15/02	A
68	Authentication Using Application - Specific Biometric Templates	5/18/01	09/860,991	PCT/US02/15668 Patent App filed 5/18/01 EP: Published 3/31/04 Korea: Published 1/3/04	M. Braithwaite U.Cahn von Seelen J. Cambier J. Daugman R. Glass R. Moore I. Scott	US App: IRID-0333 PCT: IRID-0485 EP: IRID-0497 Canada: IRID-0496 Japan: IRID-0517 Korea: IRID-0518 Australia: IRID-0495	A
69	Iris Capture Device Having Expanded Capture Volume	8/6/01	09/922,981 US Publication 2003-		R. Glass M. Braithwaite	US App: IRID-0404 Office Action	H

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IRIDIAN TECHNOLOGIES DISCLOSURES AND ACTIVE PATENT APPLICATIONS

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<u>Ref Num</u>	<u>Patent Application Title</u>	<u>Filing Date Granting Date</u>	<u>Serial No. Patent No.</u>	<u>Foreign Patent Status</u>	<u>Inventors</u>	<u>Docket #</u> 6 digit #'s are BI IRID #'s are WW	<u>Type</u> H - Image H/W P - Processing A - Applications
			0169334-A1 9/11/03		K. Kaighn	3/25/04	
	Automated, Non-Invasive Iris Recognition System and Method (Licensed from Sarnoff)	11/5/96 5/12/98 (CIP)	5,572,596 5,751,836 (CIP)	Mexico: 212038 Issued 1/13/04	R. Wildes J. Asmuth K. Hanna S. Hsu R. Kolczynski J. Matey S. McBride	Mexico: IRID-0196	

Patent granted

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REEL: 003012 FRAME: 0297

Schedule II

See Attached

Iridian Technologies® Trademarks

WWKMN Docket Number	Title	Remarks
	IRISCAN	US 1,983,014 Issued 6-25-96
	IRISCAN & Design	US 1,983,038 Issued 6-25-96
	IRISCAN & Design	CTM 147124 Issued 9-16-98
	IRISCAN Logo	Japan 4,237,651 Issued 2-5-99
	IRISCODE	US 2,302,544 Issued 12-21-99
	IRISENGINE	US 2,377,884 Issued 8-15-00
	IRISACCESS®	US Reg. 2,440,052 Issued 4-3-01
	PC IRIS	US Reg. 2,576,786 6-2-02
	I SCAN	CTM Regis. No. 705657
	IRIDIAN	US Reg. 2,646,711 11/5/02
	IRIDIAN TECHNOLOGIES	US Reg. 2,643,924 10/29/02
	AUTHENTICAM	US Reg. 2,525,177 Rcvd. 1/1/02
	ANONYMOUS AUTHENTICATION	US Reg 2,762,170 Issued 9-9-03
	IRIDIAN and Design	US Reg 2,602,449 Issued 7-30-02
	IRIDIAN TECHNOLOGIES and Design	US Reg. 2,684,378 Issued 2/4/03
	KNOWWHO	US Reg. 2,669,905 Issued 12/31/02
	PRIVATE ID and Design	US Reg. 2,664,167 Issued 12/17/02
IRID-0130	PKID & Design	US App 76/188,386 1-2-01
IRID-0135	IRISACCESS	Brazil App 823562743 2/14/01
	IRISACCESS	Korea Reg. 81133 Issued 11/6/02
	IRISACCESS	CTM (EU) Reg. 2100980 Issued 1-23-03

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	IRIDIAN	CTM Registration 2101012 Issued 3-13-02
	IRIDIAN TECHNOLOGIES	CTM Registration 2100584 Issued 10-21-02
	ANONYMIDY	CTM Registration 2112027 Issued 4-12-02
	PKID & Design	CTM Registration 2192862 Issued 5-22-02
IRID-0368	IRISCODE	Brazil App 823828522 Filed 4/27/01
	IRISCODE	China Reg. 1762836 Issued 5-6-02
	IRISCODE	Israel Registration 148634 Issued 8/4/02
	IRISCODE	Japan Registration 4572170 Issued 5/24/02
	IRISCODE	Singapore Reg T01/05935F Filed 4/26/01
IRID-0376	KNOWHO	Brazil App 823828557 Filed 4/27/01
	KNOWHO	China App 2001068645 Reg 1981082 10/21/02
	KNOWHO	CTM (EU) Reg 2193043 4/25/01
	KNOWHO	Israel Reg. 148632, 148633 Issued 3-4-02
	KNOWHO	Japan Reg 4651054 Issued 3/7/03
	KNOWHO	Korean Reg. 533921 Issued 10/31/02
IRID-0383	KNOWHO	Singapore App T01/05936D Filed 4/26/01
IRID-0384	ID & Design	Brazil App 823846547 Filed 4/27/01
IRID-0385	ID & Design	China App 2001068642 4/27/01
	ID & Design	CTM Registration 2192623 Issued 4-15-02
	ID & Design	Israel Registration 148629, 148630 Issued 8-4-02
IRID-0389	ID & Design	Korean App 40-2001-18348 Filed 4/27/01
IRID-0391	PRIVATE ID and Design	Brazil App 823828549 Filed 4/27/01
IRID-0392	PRIVATE ID and Design	China App 2001068644 4/27/01



IRID-0394	PRIVATE ID and Design	India App 1005587B 4/25/01
IRID-0395	PRIVATE ID & Design	Israel Registration 148631 Issued 8-4-02
IRID-0396	PRIVATE ID and Design	Japan Priority Date 10/27/00 Japan App 39723/2001 Filed 4/27/01 Final Rejection 10/02 Possible appeal
IRID-0397	PRIVATE ID and Design	Singapore Reg T01/05938J Issued 10/27/00
IRID-0398	PKID & Design	Israel Registration 14635, 14636 Issued 8-4-02
IRID-0399	KNOWHO	Singapore Reg T01/05937B Issued 10/27/00
IRID-0410	KNOWHO	Brazil App 823828530 Filed 4/27/01
IRID-0411	ID & Design	Brazil App 823828565 Filed 4/27/01
IRID-0412	KNOWHO	Korean Reg 83705 Issued 2/3/03
IRID-0413	ID & Design	Korean App 40-2001-7735 Filed 4/27/01
IRID-0414	KNOWHO	China Reg. 2014210 Issued 9-28-02
IRID-0416	ID & Design	China App 2001068643 4/27/01
IRID-0417	PKID & Design	China App 2001068649 4/27/01
IRID-0418	IRISIDENT	US Reg. 2,105,770 Section 8 Declaration required by 10/14/03
IRID-0492	PROOF POSITIVE	US App. 76/487,617 Filed 2/3/03
IRID-0494	IRISKEY	US App 76/496,778 Notice of Allowance 2/10/04 Statement of Use 6/16/04
IRID-0543	OPENIRIS	US App 76/592,673 5/17/04

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Schedule III

None