

08-23-2004

FORM PTO-1594
6/93

RECOR

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

8/19/04

TRAL



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

BIONET SYSTEMS, LLC

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Washington
- Other _____

Add'l name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Issue Date: April 23, 2004

2. Name and address of receiving party(ies):

Name: BIOPASSWORD LLC

Internal Address:

Street Address: 1605 NW Sammasmish Road. #105

City: Issaquah State: Washington ZIP: _____

- Individual(s) citizenship _____
- Association _____
- Limited Liability Company Washington
- Corporation - _____
- Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,854,043

Additional numbers attached? Yes No

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

Name: Lori N. Boatright

Internal Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and registrations involved: - 1 -

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2666

OPR/FINANCE
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DO NOT USE THIS SPACE

9. 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.

Lori N. Boatright
Name of Person Signing

Signature

8-16-04
Date

08/20/2004 DBYRME 00000012 1854043

Total number of pages including cover sheet, attachments, and document: - 4 -

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TRADEMARK
REEL: 003031 FRAME: 0128

ASSIGNMENT

THIS AGREEMENT is made this 23rd day of April, 2004.

BETWEEN:

BIONET SYSTEMS a limited liability company formed under the laws of the State of Washington with a business address of 1605 NW Sammamish Road, Suite 105, Issaquah, Washington State, USA

(the "Assignor")

AND:

BIOPASSWORD LLC, a limited liability company formed under the laws of the State of Washington with a business address of 1605 NW Sammamish Road, Suite 105, Issaquah, Washington State, USA

(the "Assignee")

For valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1) Assignor hereby sells, assigns, and transfers all right, title, and interest in and to:
 - a) the trademarks identified in Schedule "A" hereto (hereinafter, "the Trademarks"), together with the Certificates of Registration, the entire goodwill attaching to the Trademarks, and all rights to sue for any past infringement of the Trademarks;
 - b) any inventions owned by the Assignor and any and all U.S., Canadian, and foreign utility patent, design patent and industrial design applications now or hereafter filed therefor and to any and all letters patent and industrial designs that may issue therefrom (including patents of importation, patents and certifications of addition and utility models), including the patent identified in Schedule "B" hereto, together with any divisions, continuations, continuations-in-part, substitutions, extensions, or renewals thereof, as well as all applications and patents issuing from any applications relating to any and all improvements made thereto, together with the Patent Certificates, and all rights to sue for any past infringement of the thereof; and,
 - c) all copyrights, whether registered or unregistered, and including those registered copyrights identified in Schedule "C" hereto (hereinafter, the "Copyrights") together with the Certificates of Registration and all rights to sue for any past infringement of the Copyrights.

- 2) Assignor hereby covenants and agrees to do all such things and to execute, and to cause persons under its control to execute, without further consideration, such further lawful documents, assurances, applications and other instruments as may reasonably be required to obtain and maintain protection for any and all aspects of the Trade-marks, Patents, and Copyrights, and to vest same in Assignee, its successors and assigns.
- 3) The Assignee hereby appoints Blakely, Sokoloff, Taylor & Zafman, whose full post office address is 12400 Wilshire Blvd, Seventh Floor, Los Angeles, CA 90025-1026, as the firm to whom any notice in respect of the assignment or the Assignee's registration of the said Trademarks, Patents and Copyrights may be sent, and upon whom service of any proceedings in respect of the assignment or the Assignee's registration of the said Trademarks, Patents, and Copyrights may be given or served with the same effect as if they had been given to or served upon it.

EXECUTED at ISSAQUAH WA this 23rd day of APRIL, 2004.

BIOPASSWORD, LLC

Joe Sperino
Witness

By:

[Signature]
Name:
Title:

EXECUTED at Issaquah, Washington this 23rd day of April, 2004.

BIONET SYSTEMS LLC

Joe Sperino
Witness

By:

[Signature]
Name:
Title:

SCHEDULE "A"
Trade-marks

United States Patent and Trademark Office

Trade-mark	Registration No.	Application No.
BIOPASSWORD (Typed Drawing)	1,854,043	74/063813

Canadian Intellectual Property Office

BIOPASSWORD	TMA 432,143	0671272
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