

8/19/04

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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):

NET PASSWORD, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Yukon, CANADA
- 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 20, 2004

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

Name: BIONET SYSTEMS, LLC

Internal Address:

Street Address: 1605 NW Sammasmish Road, #105

City: Issaquah State: Washington ZIP: _____

- Individual(s) citizenship _____
- Association _____
- Limited Partnership _____
- Corporation - Washington
- 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

OFR/FINANCE
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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

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

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

ASSIGNMENT

THIS AGREEMENT is made this 20th day of April, 2004.

BETWEEN:

NET PASSWORD INC. (formerly 35227 Yukon Inc.), a corporation formed under the laws of the Yukon and registered as an extraprovincial company under the *Business Corporations Act* (British Columbia) with a registered address in British Columbia at 2200 – 1055 West Hastings Street, Vancouver, BC

(the "Assignor")

AND:

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

(the "Assignee")

In consideration of the sum of CDN \$1.00 and other good and 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 trade-marks identified in Schedule "A" hereto (hereinafter, "the Trade-marks"), together with the Certificates of Registration, the entire goodwill attaching to the Trademarks, and all rights to sue for any past infringement of the Trade-marks;
 - 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 Hecnan Blaikie LLP, whose full post office address is 2200 - 1055 West Hastings Street, Vancouver, BC, V6E 2E9, as the firm to whom any notice in respect of the assignment or the Assignee's registration of the said Trade-Marks, 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 Trade-marks, 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 20th day of April, 2004.

NET PASSWORD INC.

Joe Spruill
~~Issaquah, Washington~~
Witness

By:

David E. Lada
Name: DAVID E. LADA
Title: DIRECTOR

EXECUTED at Issaquah, Washington this 20th day of April, 2004.

BIONET SYSTEMS LLC


Joe Spruill
Witness

By:


Mark D. Miller
Name:
Title:

SCHEDULE "A"
Trade-marks

United States Patent and Trademark Office

Trade-mark	Registration No.	Application No.
NET NANNY & Design 	2,153,282	74/731837
PC NANNY	2,618,603	75/846233
BIOPASSWORD (Typed Drawing)	1,854,043	74/063813

Canadian Intellectual Property Office

NET NANNY & Design 	TMA 472,200	0782506
PC NANNY	TMA 512,824	0799579
BIOPASSWORD	TMA 432,143	0671272