

11-01-2004



RECORD  
TRADEMARK

102872025

10-23-04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Aether Systems, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Execution Date(s) September 30, 2004

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: BIO-key International, Inc.

Internal

Address: 1285 Corporate Center Drive

Street Address: Suite 175

City: Eagan

State: MN

Country: USA Zip: 55121

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

2474585

B. Trademark Registration No.(s)

See Continuation Sheet

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Continuation Sheet

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

Name: Valarie B. Rosen

Internal Address: Choate, Hall & Stewart

Street Address: Exchange Place  
53 State Street

City: Boston

State: MA Zip: 02109

Phone Number: (617) 248-5000

Fax Number: (617) 248-4000

Email Address: vrosen@choate.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature: Valarie Rosen

Signature

October 26, 2004

Date

Valarie Rosen

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

10/29/2004 ECOOPER 00000098 2474585

01 FC:0521

40.00 DP

125.00 DP

Continuation of Recordation Form Cover Sheet

Trademark Registration Number

Description of Trademark

2,474,585

PACKETWRITER

2,280,672

PACKETCLUSTER

2,310,535

PACKETCLUSTER PATROL

2,138,480

CERULEAN

2,174,356

Cerulean logo

1,833,708

SUNPRO

3761202v1

## TRADEMARK ASSIGNMENT

This Trademark Assignment is delivered pursuant to the Closing under that certain Asset Purchase Agreement (the "*Agreement*") dated as of August 16, 2004, between Aether Systems, Inc., as the "*Seller*", and BIO-key International, Inc., as the "*Purchaser*". Capitalized terms used in this Trademark Assignment have the same meanings given to them in the Agreement.

The Seller has delivered this instrument signed by the Seller to enable the Purchaser to file it with any appropriate governmental agency to indicate ownership of the Trademarks described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Agreement and other instruments of transfer delivered in connection with the Agreement.

For good and valuable consideration, receipt of which the Seller acknowledges, and by signing and delivering this instrument, the Seller sells, assigns, transfers, conveys, and delivers to the Purchaser all of the Seller's right, title, and interest in and to:

(a) the registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Trademark Assignment; and

(b) the following properties and rights with respect to all trademarks and applications so listed in Annex A:

(1) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;

(2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks, including any extensions or renewals thereof;

(3) all foreign trademarks and trademark applications that may claim priority based on and correspond to the trademarks listed in Annex A; including any extensions or renewals thereof,

(4) all income, royalties, damages, and payments hereafter due or payable to the Seller with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;

(5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Seller would have held the same in the absence of this assignment; and

(6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Seller in all related matters.

This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, the Purchaser has succeeded to all right, title, and standing of the Seller to: (a) receive all rights and benefits pertaining to the trademarks and related rights described above, and (b) commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the trademarks described above. This Trademark Assignment (a) is coupled with an interest and shall be irrevocable and effective upon the Seller's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this

instrument in connection with the Closing, if and only if the Closing is completed, (b) benefits and binds the parties to the Agreement and their respective successors and assignees, (c) does not modify or affect, and is subject to, the provisions of the Agreement, and (d) may be signed in counterparts as provided in Section 12.11 of the Agreement.

Further Assurances. Seller shall provide to Purchaser, its successors, assigns or other legal representatives, cooperation and assistance at Purchaser's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the trademarks and trademark applications; (2) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the trademarks and trademark applications, including, but not limited to, testifying as to any facts relating to the trademarks and trademark applications assigned herein and this Trademark Assignment; (3) in obtaining any additional patent protection for the trademarks and trademark applications that Purchaser reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any or all foreign countries; and (4) in the implementation or perfection of this Trademark Assignment. Seller further agrees that it will promptly communicate to Purchaser and its legal representatives any facts known to Seller respecting the trademarks and trademark applications which might affect the validity of any portion of the trademarks and trademark applications or Purchaser's ownership of the trademarks and trademark applications.

The undersigned has signed this Trademark Assignment on September 30, 2004.

**Aether Systems, Inc.:**  
a Delaware corporation

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

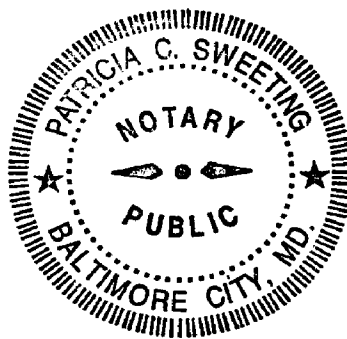
STATE OF MARYLAND  
CITY OF BALTIMORE

On September 30, 2004 before me, *Patricia C. Sweeting* (the undersigned notary), personally appeared *David C. Reymann* personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Patricia C. Sweeting* [seal]  
Notary Public

*My commission expires on 8/1/07.*



**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	