

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Net Password Inc.		04/20/2004	CORPORATION: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Bionet Systems LLC		
Street Address:	1605 NW Sammamish Road		
Internal Address:	Suite 105		
City:	Issaquah		
State/Country:	WASHINGTON		
Postal Code:	98027		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1854043	BIOPASSWORD	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-207-3800		
Email:	janet_gass@bstz.com		
Correspondent Name:	Norman Zafman, Esq.		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	Suite 700		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	006441.G007		
NAME OF SUBMITTER:	Norman Zafman		
Signature:	/Norman Zafman/		

CH \$40.00 1854043

Date:

11/01/2005

Total Attachments: 5

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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 Heenan 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 Spruie
~~Issaquah, Washington~~
Witness

By:

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

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



BIONET SYSTEMS LLC

Joe Spruie
Witness

By:

[Signature]
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

SCHEDULE "B"
Patents
United States Patent Office

INVENTION	Patent No.	Application No.
METHOD AND APPARATUS FOR VERIFYING AN INDIVIDUAL'S IDENTITY	4,805,222	06/813262

SCHEDULE "C"
Copyrights
United States Copyright Office

Title of Literary Work	US Copyright Registration Number
BioPassword model 2100 user manual	TXu-461-084
BioPassword model 2100 superuser manual	TXu-461-726
BioPassword 2100 hardware installation manual	TXu-463-958
Biolan "C" code	TXu-482-176
Biopass "C" code	TXu-494-067