

2-1-08

RECO

02-04-2008



To the Director of the U.S. Patent and Trademark Office

Indicate the old address(es) and the new address(es) below.

1. Name of conveying party(ies):

SILICON VALLEY BANK

103479230

Name of conveying party(ies):

Are there any parties attached?  Yes  No

- Individual(s)
- General Partnership
- Association
- Limited Partnership

- Corporation-State
- Other

Additional name(s) of conveying parties attached?  Yes  No

Name: **Technest Holdings, Inc.  
E-OIR Technologies, Inc.  
Genex Technologies Incorporated**

Internal Address

Street Address: **10300 Spotsylvania Ave Suite 220**

City: **Fredericksburg**

State: **VA**

Country: **USA**

Zip: **22408**

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): **January 24, 2008**

- Assignment
- Security Agreement
- Merger
- Change of Name

Other : **Release**

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- 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)

B. Trademark Registration No.(s)

**2808950 2615766 2911865**

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

Additional sheets attached?  Yes  No

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

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.com**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 90.00**

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

8. Payment Information:

a. Credit Card Last 4 Numbers: **00000135 2808950**

Expiration Date: **02/01/2008 - 01/31/2009**

b. Deposit Account Number  
Authorized User Name

40.00 OP  
50.00 OP

9. Signature

**Susana Valdivia**

Name of Person Signing

**January 24, 2008**

Date

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

OPR/FINANCE  
FEB - 1 PM 2:12

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 4<sup>th</sup> day of August, 2006 by and among (i) **TECHNEST HOLDINGS, INC.**, a Nevada corporation, with its principal place of business at 1 McKinley Square, Fifth Floor, Boston, Massachusetts 02109 ("Technest"), **E-OIR TECHNOLOGIES, INC.**, a Virginia corporation with its principal place of business at 10300 Spotsylvania Ave., Suite 220, Fredericksburg, Virginia 22408 ("EOIR"), and **GENEX TECHNOLOGIES INCORPORATED**, a Maryland corporation, with offices at 10411 Motor City Drive, Suite 650, Bethesda, Maryland 20817 ("Genex") (hereinafter, Technest, EOIR, and Genex are jointly and severally, individually and collectively referred to as "Grantor"), and (ii) **SILICON VALLEY BANK**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Lender").

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (the "Loan"), pursuant to: (i) a certain Loan and Security Agreement dated as of August 4, 2006 between Grantor and Lender, as amended from time to time (as amended, the "Term Loan Agreement"), and (ii) a certain Loan and Security Agreement (Working Capital Line of Credit) dated as of August 4, 2006 between Grantor and Lender, as amended from time to time (as amended, the "WCL Loan Agreement") (hereinafter the Term Loan Agreement and the WCL Loan Agreement are collectively referred to as, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the obligations of Grantor under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement, as applicable.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Indebtedness"), including, without limitation, under the Loan Agreement, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **EXHIBIT A** attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including, without limitation those set forth on EXHIBIT E attached hereto (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to its customers in the ordinary course of business and except as set forth on EXHIBIT E attached hereto.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or as set forth in this IP Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works that are material to its business ("Material IP"), (ii) use its best efforts to detect infringements of Material IP and promptly advise Lender in writing of material infringements detected and (iii) not allow any Material IP to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment is appropriate.

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the U.S. or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Promptly after any executive officer of Grantor obtains actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested, but not more

than once in every six (6) months; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) In addition to section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least fifteen (15) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty or agreement made by Grantor in this IP Agreement, and as to any default (other than those specified in subsection (a) above) under such other term, provision,

condition, covenant or agreement that can be cured, has failed to cure the default within ten (10) days after the occurrence thereof; provided, however, that if the default cannot by its nature be cured within the ten (10) day period or cannot after diligent attempts by Grantor be cured within such ten (10) day period, and such default is likely to be cured within a reasonable time, then Grantor shall have an additional period (which shall not in any case exceed thirty (30) days) to attempt to cure such default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default. Grace periods provided under this section shall not apply, among other things, subsection (a) above.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT: PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Grantor; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order; (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender reasonably does not know that the third party is prohibited from disclosing the information.

EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

ONE MCKINLEY SQUARE - 5th FLR  
BOSTON, MA 02109

GRANTOR:

TECHNEST HOLDINGS, INC.

By: [Signature]

Name: GINO PEREIRA

Title: CHIEF FINANCIAL OFFICER

1308 DEVILS REACH ROAD  
WOODBRIDGE, VA 22192

E-OIR TECHNOLOGIES, INC.

By: [Signature]

Name: GINO PEREIRA

Title: CHIEF FINANCIAL OFFICER

10411 MOTOR CITY DRIVE - SUITE 650  
BETHESDA, MD 20817

GENEX TECHNOLOGIES INCORPORATED

By: [Signature]

Name: GINO PEREIRA

Title: CHIEF FINANCIAL OFFICER

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

56120/1147

267190.5



EXECUTED as a sealed instrument under the laws of the Commonwealth of Massachusetts on the day and year first written above.

Address of Grantor:

\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

GRANTOR:

TECHNEST HOLDINGS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-OIR TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GENEX TECHNOLOGIES INCORPORATED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK

By: Michael Tramm

Name: Michael Tramm

Title: Senior Vice President

One Newton Executive Park  
Suite 200  
Newton, MA 02462

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EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<b>Registration Number</b>	<b>Title</b>	<b>Description</b>	<b>Date of Issuance</b>
Txu-1-147-619	Genex 3D Display Software	Computer Program	26-Nov-03
Txu-1-147-620	Genex 3D facial recognition demo software	Computer Program	26-Nov-03
Txu-1-147-621	Genex 3D Sketch Artist Software	Computer Program	26-Nov-03
Txu-1-147-622	Genex BreastSim Software	Computer Program	26-Nov-03
Txu-1-147-623	Genex 3D Surgeon Software	Computer Program	26-Nov-03
Txu-1-149-259	Genex Patient Repositioning Software	Computer Program	26-Nov-03
Txu-1-149-260	Genex OmniEye Software	Computer Program	26-Nov-03
Txu-1-149-261	Genex Rainbow 3D Software	Computer Program	26-Nov-03
Txu-1-151-399	Genex FaceMap Software	Computer Program	26-Nov-03
Txu-1-151-400	Genex FaceCam Software	Computer Program	26-Nov-03
Txu-1-151-401	Genex 3I Digitizer Software	Computer Program	26-Nov-03
Txu-1-151-402	Genex Intraoral 3D Camera Software	Computer Program	26-Nov-03
Txu-1-151-403	Genex Feature Extraction Software	Computer Program	26-Nov-03
Txu-1-161-182	Genex 3D Enroll Software	Computer Program	26-Nov-03

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE</u> <u>COPYRIGHT</u> <u>DESCRIPTION</u>	<u>APPLICATION</u> <u>NUMBER</u>	<u>DATE OF</u> <u>FILING</u>	<u>DATE OF</u> <u>CREATION</u>	<u>OF PUBLIC</u> <u>DISTRIBUTION</u>
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None.

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

DATE AND  
RECORDATION  
NUMBER OF IP  
AGREEMENT WITH  
OWNER OR ORIGINAL  
GRANTOR IF ORIGINAL AUTHOR

<u>COPYRIGHT</u> <u>DESCRIPTION</u>	<u>DATE OF</u> <u>CREATION</u>	<u>FIRST DATE</u> <u>OF</u> <u>DISTRIBUTION</u>	<u>AUTHOR OR OWNER</u> <u>OF COPYRIGHT</u> <u>IS DIFFERENT</u> <u>FROM GRANTOR</u>	<u>OR OWNER OF</u> <u>COPYRIGHT IS</u> <u>DIFFERENT FROM</u> <u>GRANTOR</u>
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None.

## EXHIBIT "B"

## PATENTS

<u>PATENT DESCRIPTION</u>	<u>DOCKET NO.</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>STATUS</u>
<i>Method and Apparatus for High Resolution Three Dimensional Display</i>	40169-0001	U.S.	6,064,423	2/12/1998	Issued; 2nd Maintenance Fee due November 16, 2007.
<i>A High Speed Three Dimensional Imaging Method</i>	40169-0003	U.S.	6,147,760	8/12/1999	Issued; 2nd Maintenance Fee due May 14, 2008.
<i>Omni-Directional Cameras</i>	40169-0004	U.S.	D436,612	9/9/1999	Issued
<i>Method and Apparatus for Omnidirectional 3D Imaging</i>	40169-0005	U.S.	6,304,285 B1	6/16/1998	Issued; 2nd Maintenance Fee due April 16, 2009.
<i>High Speed Three Dimensional Imaging Method</i>	40169-0014	U.S.	6,028,672	9/30/1996	Issued; 2nd Maintenance Fee due February 22, 2007.
<i>Method And Apparatus For Modeling Via A Three-Dimensional Image Mosaic System</i>	40169-0021	U.S.	6,819,318	7/17/2000	Issued; 1st Maintenance Fee due May 16, 2008.
<i>Three-Dimensional Dental Imaging Method And Apparatus Having a Reflective Member</i>	40169-0023	U.S.	6,594,539	7/14/2000	Issued; 1st Maintenance Fee due January 15, 2007.
<i>Three-Dimensional Surface Profile Imaging Method And Apparatus Using Single Spectral Light Condition</i>	40169-0025	U.S.	6,556,706	1/26/2001	Issued; 1st Maintenance Fee due October 29, 2006.
<i>Method And Apparatus For An Interactive Volumetric Three-Dimensional Display</i>	40169-0026	U.S.	6,900,779	1/26/2001	Issued; 1st Maintenance Fee due November 30, 2008.
<i>High Speed Laser Three-Dimensional Imager</i>	40169-0027	U.S.	6,600,168	2/5/2001	Issued; 1st Maintenance Fee due January 29, 2007.
<i>Method And Apparatus For Three-Dimensional Imaging Using Light Pattern Having Multiple Sub-Patterns</i>	40169-0028	U.S.	6,700,669	1/29/2001	Issued; 1st Maintenance Fee due September 2, 2007.
<i>Method And Apparatus For Omnidirectional Three-Dimensional</i>	40169-0036	U.S.	CIP:6,744,569	6/19/2001	Patent Issued on June 1, 2004, first maintenance fee

<i>Imaging</i>					due December 1, 2007
<i>Method and Apparatus for Generating Structural Pattern Illumination</i>	40169-0051	U.S.	6,937,348 B2	4/28/2003	Patent Issued on August 30, 2005
<i>Method and Apparatus for Omnidirectional Imaging</i>	40169-0031	U.S.	09/821,648	3/29/2001	Pending; Published; Appeal Brief filed on April 19, 2006.
<i>Interactive Volumetric 3D Display For Radiation Therapy Planning Not yet published</i>	40169-0032	U.S.	09/844,529	4/27/2001	Pending; 2nd amendment filed with USPTO on 3/13/2006. Awaiting response from USPTO based upon the merits of the application.
<i>Method And Apparatus For An Intelligent Omnidirectional Video Surveillance System</i>	40169-0044	U.S.	10/215,688	8/9/2002	Non-final Office Action rejecting all claims received, response due by August 31, 2006
<i>Face Recognition System And Method</i>	40169-0048	U.S.	10/322,315	12/17/2002	Final Office action rejecting all claims received, response due by July 5, 2006
<i>Improved Diffuse Optical Tomography System and Method of Use</i>	40169-0057	U.S.	10/654,225	9/2/2003	Notice of allowance received, continuation application filed
<i>Sanitary Sleeve or Tip for Intra-Oral Three-Dimensional Camera</i>	40169-0058	U.S.	10/654,193	9/2/2003	Notice of allowance received
<i>Methods And Apparatuses For High Speed Three Dimensional Imaging</i>	40169-0062	U.S.	10/728,393	12/4/2003	Published, awaiting first office action
<i>System and a Method for a Smart Surveillance System</i>	40169-0072	U.S.	10/912,4308	8/4/2004	Published, awaiting first office action.
<i>Method and Apparatus for Three-Dimensional Modeling Via an Image Mosaic System</i>	40169-0073	U.S.	10/973,853	10/25/2004	Published, awaiting first office action
<i>Novel 3D Ear Camera for Making Custom-Fit Hearing Devices for Hearing Aids Instruments and Cell Phones</i>	40169-0074	U.S.	10/973,119	10/25/2004	Published, awaiting first office action

<i>Three-Dimensional Surface Image Guided Adaptive Therapy System</i>	40169-0075	U.S.	10/973,579	10/25/2004	Published, awaiting office action	first
<i>System and a Method for Three-Dimensional Imaging Systems</i>	40169-0076	U.S.	10/973,533	10/25/2004	Published, awaiting office action	first
<i>Dental Computer-Aided Design (CAD) Methods and Systems</i>	40169-0079	U.S.	10/973,149	10/25/2004	Published, awaiting office action	first
<i>Camera Ring for Three-Dimensional (3D) Surface Imaging</i>	40169-0081	U.S.	10/973,534	10/25/2004	Published, awaiting office action	first
<i>Method and Apparatus for an Interactive Volumetric Three-Dimensional Display</i>	40169-0083	U.S.	10/964,222	10/12/2004	Notice allowance received	of
<i>Smart Optical Sensor (SOS) Hardware and Software Platform</i>	40169-0097	U.S.	11/196,758	8/2/2005	Published, awaiting office action	first
<i>Custom Fit Facial, Nasal, and Nostril Masks</i>	40169-0098	U.S.	11/150,860	6/10/2005	Published, awaiting office action	first
<i>Method and System for a Three Dimensional Facial Recognition System</i>	40169-0099	U.S.	11/150,872	6/10/2005	Published, awaiting office action	first
<i>Three-Dimensional Ear Biometrics System and Method</i>	40169-0059	U.S.	7,065,232 B2	1/30/2004	Issued	

EXHIBIT "C"

TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
WELLCAM	U.S.	78-308,623	2911865	Issued
RAINBOW 3D	U.S.	75-916,840	2615766	Issued
OMNIEYE	U.S.	75-916,838	2808950	Issued

EXHIBIT "D"

MASK WORKS

<u>MASK WORK</u> <u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>
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None.



Exhibit "E" attached to that certain Intellectual Property Security Agreement dated August 4, 2006.

EXHIBIT "E"

LICENSES

*License Agreement with Markland Technologies, Inc.*

On March 13, 2006, Technest Holdings, Inc. entered into a license agreement with Markland Technologies, Inc. (the "License Agreement"). Pursuant to the License Agreement, Technest granted Markland an exclusive, world-wide license to make, use and sell products and services based on the intellectual property of Technest, EOIR and Genex, to parties other than federal, state or local government agencies involved in intelligence, military, law enforcement or homeland defense functions. The license granted by the License Agreement shall be in effect until all of licensed patents or patent applications have expired or until such time as the License Agreement is terminated pursuant to its terms.

The License Agreement was filed with the Securities and Exchange Commission as Exhibit 10.3 to Technest's current report on Form 8-K on March 17, 2006.

*Respironics*

Genex Technologies, Inc. (and its affiliates) and Respironics, Inc. have engaged in discussions regarding U.S. Patent Application No. 20060023228 entitled "Custom fit facial, nasal, and nostril mask" (the "Application") filed with the United States Patent and Trademark Office by Genex. As a result of these discussions, Genex has proposed a letter of intent to Respironics calling for a definitive agreement providing for joint ownership of any patents granted as a result of the Application and the commercialization of the technologies underlying the Application in the field of therapeutic respiratory masks. The nature of the proposed definitive agreement with Respironics would fall within the rights granted to Markland Technologies, Inc. by Technest Holdings, Inc. pursuant to the License Agreement between Markland and Technest dated March 13, 2006 and therefore, Markland would be a party to the definitive agreement with Respironics.

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RELEASE OF SECURITY AGREEMENT COVERING  
INTERESTS IN TRADEMARKS

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Technest Holdings, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, August 4, 2006, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on August 18, 2006, Reel 3372, Frame 0281.

Dated: **January 24, 2008**

SILICON VALLEY BANK

By:   
Name: Janice Chua  
Title: Operations Department Manager