

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
BIO-Key Acquisition Corp.		07/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BIO-Key International, Inc.		
Street Address:	300 Nickerson Road		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2589573	POCKETCOP	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617)248-4877		
Email:	hbalmat@choate.com		
Correspondent Name:	Heather E. Balmat		
Address Line 1:	Choate, Hall & Stewart LLP		
Address Line 2:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2005266.0009		
NAME OF SUBMITTER:	Heather E. Balmat		
Signature:	/Heather E. Balmat/		
Date:	07/01/2008		

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Total Attachments: 2
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") was made and entered into as of the 15 day of July, 2008 ("Effective Date"), by and between BIO-Key Acquisition Corp., a Delaware corporation having a place of business at 300 Nickerson Road, Marlborough, Massachusetts ("Assignor"), and BIO-Key International, Inc., a Delaware Corporation having a place of business at 300 Nickerson Road, Marlborough, Massachusetts ("Assignee").

Pursuant to the parties' Agreement and Plan of Merger dated as of March 31, 2004 (the "Merger Agreement"), Assignee wishes to acquire, and Assignor agrees to assign, Assignor's entire right, title and interest in and to the trademark POCKETCOP, U.S. Registration No. 2,589,573, registered on July 2, 2002 ("the Mark") and the goodwill of the business in connection with which the Mark had been used.


NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor sells, transfers, assigns, and delivers to Assignee, its successors, legal representatives and assigns, Assignor's entire right, title and interest in and to the Mark, together with the goodwill of the business in connection with which the Mark has been used, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registration that had been or might be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

Assignor requests the Registrar of Trade Marks to record Assignee as the assignee and owner thereof.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on July
1, 2008.

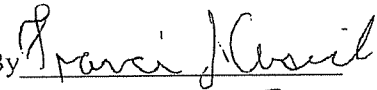
BIO-Key Acquisition Corp., Assignor:

By 

Name: MICHAEL W. DEPASQUALE

Title: CEO

BIO-Key International, Inc., Assignee

By 

Name: Francis J. Cusick

Title: CFO

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