

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Biometric Access Company		08/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Perseus 2000 Expansion, L.L.C.		
Street Address:	2099 Pennsylvania Avenue, N.W.		
Internal Address:	9th Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78933560	URCASH	
Serial Number:	77237205	PHARMATRACK	
Serial Number:	75278066	SECURETOUCH	
CORRESPONDENCE DATA			
Fax Number:	(703)720-7399		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-720-7033		
Email:	colleen.mcduffie@aporter.com		
Correspondent Name:	Colleen H. McDuffie		
Address Line 1:	1600 Tysons Boulevard		
Address Line 2:	Suite 900		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	20549.001		
NAME OF SUBMITTER:	Colleen H. McDuffie		

CH \$90.00 78933560

Signature:	/Colleen H. McDuffie/
Date:	11/21/2008
Total Attachments: 6 source=Intellectual Property Security Agreement#page1.tif source=Intellectual Property Security Agreement#page2.tif source=Intellectual Property Security Agreement#page3.tif source=Intellectual Property Security Agreement#page4.tif source=Intellectual Property Security Agreement#page5.tif source=Intellectual Property Security Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*"), effective as of August 1, 2008, is by and between Biometric Access Company, a Delaware corporation (the "*Grantor*") and Perseus 2000 Expansion, L.L.C., a Delaware limited liability company, ("*Perseus*"), as collateral agent (in such capacity, the "*Collateral Agent*") for itself and ACG-BAC, LLC, a Maryland limited liability company ("*ACG*," and together with Perseus, the "*Note Holders*").

RECITALS

WHEREAS, Grantor and the Note Holders have entered into an Investment Agreement effective as of August 1, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "*Investment Agreement*"), pursuant to which (i) Grantor has issued to Perseus a Senior Secured Convertible Promissory Note with a principal amount of \$750,000 to evidence certain loans previously made by Perseus to Grantor (the "*Senior Note*") and (ii) Grantor has agreed to issue to each Note Holder Secured Convertible Promissory Notes to evidence certain additional loans that may be made by the Note Holders to Grantor after the date hereof (the "*Junior Notes*" and together with the Senior Note, each, a "*Note*" and collectively, the "*Notes*").

WHEREAS, in order to induce the Note Holders to make the loans evidenced by the Notes, and in consideration therefor, Grantor has entered into a Pledge and Security Agreement effective as of August 1, 2008 among Collateral Agent, Grantor and the other parties thereto (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which Grantor has agreed to pledge, collaterally assign and grant to the Collateral Agent a security interest in all of Grantor's assets, including the Intellectual Property, whether now or hereafter existing, owned or acquired, in order to secure the Obligations. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement

NOW, THEREFORE, Grantor agrees as follows:

1. To secure performance of all of the Obligations, Grantor grants to Collateral Agent a security interest in all of Grantor's right, title and interest in all of Grantor's Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets; (b) all licenses or user or other agreements granted to Grantor with respect to any of the foregoing, in each case whether now or hereafter owned or used, including all licenses or other agreements with respect to the Patent Collateral or the Trademark Collateral listed; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured; (e) all accounting information and all media in which or on which any information or knowledge or data or records may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data;

(f) all governmental approvals now held or hereafter obtained by Grantor in respect of any of the foregoing; and (g) all causes of action, claims and warranties now owned or hereafter acquired by Grantor in respect of any of the foregoing. It is understood that Intellectual Property shall include all of the foregoing owned or acquired by Grantor on a worldwide basis.

2. Grantor represents and warrants that (i) listed on Schedule A hereto is all Trademark Collateral and (ii) listed on Schedule B is all Patent Collateral.

3. This Agreement is being executed and delivered pursuant to the Investment Agreement and the Security Agreement and nothing herein limits any of the terms or provisions of the Investment Agreement or the Security Agreement, and Collateral Agent's rights hereunder and thereunder are cumulative. This Agreement, the Investment Agreement, the Security Agreement and the other documents executed in connection therewith and herewith set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that Collateral Agent may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. The terms of the Security Agreement are hereby incorporated herein as if fully set forth herein, mutatis mutandis.

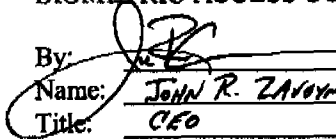
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TRADEMARK

REEL: 003892 FRAME: 0636

IN WITNESS WHEREOF, Grantor and the Collateral Agent have executed this Agreement as of the date first above written.

BIOMETRIC ACCESS COMPANY

By: 
Name: John R. ZAVONA
Title: CEO

PERSEUS 2000 EXPANSION, L.L.C.;
as Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and the Collateral Agent have executed this Agreement as of the date first above written.

BIOMETRIC ACCESS COMPANY

By: _____
Name: _____
Title: _____

PERSEUS 2000 EXPANSION, L.L.C.;
as Collateral Agent


By: Kenneth M. Sacha
Name: Kenneth M. Sacha
Title: Senior Managing Director

TRADEMARK

REEL: 003892 FRAME: 0638

SCHEDULE A

Trademark Collateral

MARK	FILING DATE/ REG'N DATE	SERIAL NO./ REG'N NO.
URCASH	July 20, 2006	78/933,560
PHARMATRACK	July 24, 2007 July 29, 2008	77/237,205 3,477,753
	April 21, 1997 August 4, 1998	75/278,066 2,178,168

SCHEDULE B

Patent Collateral

PATENT/PUBLICATION NUMBER	FILING DATE	ISSUE DATE/ PUBLICATION DATE	TITLE
20070119923	September 29, 2006	May 31, 2007	Biometric authentication

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