

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VoiceVerified, Inc.		06/05/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CSIDentity Corporation
<b>Street Address:</b>	7500 Rialto Blvd., Suite 260
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78735
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3128263	VOICEVERIFIED
Registration Number:	3224379	"V
Registration Number:	3487295	VOICE YOUR UNFORGETTABLE PASSWORD
Registration Number:	3192333	POINT SERVICE PROVIDER
Registration Number:	3419222	SOUNDACCESS
Registration Number:	2986679	BYVOICE
Registration Number:	3148679	VOICELOCK
Registration Number:	2378699	VOICEGUARDIAN
Registration Number:	3148616	DYNAMIC VOICE CHALLENGE
Registration Number:	3148731	IT SPEAKS FOR ITSELF
Registration Number:	3413694	PUSH2VERIFY
Registration Number:	3574584	UNFORGETTABLE PASSWORD
Registration Number:	3506078	SOUND.PROOF.SECURITY.

**CORRESPONDENCE DATA**

**900139072**

**TRADEMARK  
 REEL: 004028 FRAME: 0001**

**CH \$340.00 3128263**

Fax Number: (214)745-5370  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 2147455370  
Email: jmuennink@winstead.com  
Correspondent Name: Ross T. Robinson c/o Winstead PC  
Address Line 1: P.O. Box 50784  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	46731 15
NAME OF SUBMITTER:	Ross T. Robinson
Signature:	/Ross T. Robinson/
Date:	07/21/2009

Total Attachments: 6  
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## TRADEMARK AND DOMAIN NAME REGISTRATION ASSIGNMENT

THIS TRADEMARK AND DOMAIN NAME REGISTRATION ASSIGNMENT (this "Assignment") is entered into as of the 5<sup>th</sup> day of June, 2009 by and among CSIdentity Corporation, a Delaware corporation ("Buyer"), VoiceVerified, Inc., a Delaware corporation ("Seller") and byVoice, Inc., a Delaware corporation and the wholly-owned subsidiary of Seller ("byVoice"). Each capitalized term used without definition in this Agreement shall have the same meaning given to such capitalized term in that certain Asset Purchase Agreement dated as of June 5, 2009 (the "Purchase Agreement") by and among Buyer, on the one hand, and Seller, byVoice and Richard Harris, in his capacity as the Collateral Agent for the Purchasers named in the Secured Note and Warrant Purchase Agreement, dated April 15, 2008, by and among Seller, byVoice and the Purchasers named therein, on the other hand.

WHEREAS, pursuant to the Purchase Agreement, Buyer has acquired certain assets of Seller and byVoice and Buyer is to receive all of Seller's and byVoice's right, title and interest in and to: (i) all of the trademarks, service marks, and trade names, together with the good will associated with and symbolized by them, as listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks"); and (ii) all of the registrations of domain names registered in Seller's and/or byVoice's names, including those registered under abbreviations or variant spellings of their names or through agents on their behalf, that are comprised within the Assets (as defined in the Purchase Agreement) and listed in Schedule II hereto (all such registrations of domain names referred to collectively as the "Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, byVoice and the Buyer each hereby agree as follows:

1. Assignment of Trademarks. Seller and byVoice hereby assign, transfer, convey and deliver to the Buyer and its successors and assigns, and the Buyer hereby purchases and accepts from the Seller and byVoice, all of their respective right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for past, present and future infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Seller and/or byVoice in all matters related to the Assigned Trademarks.

2. Assignment of Domain Name Registrations. Seller and byVoice hereby sell, assign, transfer, convey and deliver to the Buyer and its successors and assigns, and the Buyer hereby purchases and accepts from the Seller and byVoice, all of their respective right, title and interest in, to and under the Domain Names.

3. Further Assurances. The Seller and byVoice agree to execute and deliver such other documents and to take all such other actions that the Buyer, its successors and/or assigns

may reasonably request to effect the terms of this Assignment, and to execute and deliver all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices. If the Seller, byVoice or the Buyer should discover at any time after the date hereof the existence of any Domain Names that are comprised within the Assets and which are not included in Schedule II ("Discovered Domain Names"), then the Seller, byVoice and the Buyer may amend Schedule II to include such Discovered Domain Names, and the Seller and byVoice shall cooperate with the Buyer with respect to such Discovered Domain Names in accordance with this paragraph 3. The Seller and byVoice agree to make any changes to the Domain Names registrar records, while they are still under the Seller and byVoice's control, that may be requested by the Buyer for the Buyer or its nominee to commence, immediately in its business operations, use of any of the Domain Names, including, without limitation, updating the owner, Domain Name System (DNS) and contact information associated with the Domain Names as reasonably directed by the Buyer.

4. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Texas without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their successors, assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Seller, byVoice and the Buyer have executed this Assignment as of the day and year first above written.

**BUYER:**

**CSIDENTITY CORPORATION**

By: Bill K. Morrow  
Bill Morrow, Chief Executive Officer

[Counterpart Signature Page to Trademark and Domain Assignment]

**TRADEMARK**  
**REEL: 004028 FRAME: 0005**

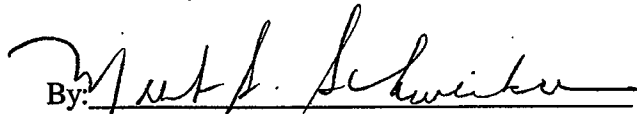
**SELLER:**

**VOICEVERIFIED, INC.**

By:   
Mark Schweiker, Chief Executive Officer

**BYVOICE:**

**BYVOICE, INC.**

By:   
Name: Mark Schweiker  
Title: CEO

[Counterpart Signature Page to Trademark and Domain Assignment]

**SCHEDULE I****ASSIGNED TRADEMARKS****Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Reg. #/ App. #</u></b>	<b><u>Reg. Dt/ Filing Dt</u></b>	<b><u>Status</u></b>
VoiceVerified ®	US	3128263	08/08/06; 08/11/05	Live
“V and Sphere design ®	US	3224379	04/03/07; 10/28/05	Live
Voice Your Unforgettable Password ®	US	3487295	08/19/08; 07/09/07	Live
Point Service Provider ®	US	3192333	01/02/07; 10/20/05	Live
SoundAccess ®	US	3419222	04/29/08; 12/06/06	Live
byVoice ®	US	2986679	08/16/05; 05/12/04	Live
VoiceLock ®	US	3148679	09/26/06; 11/02/05	Live
<b>VoiceGuardian ®</b>	<b>US</b>	<b>2378699</b>	<b>08/22/00; 12/03/98</b>	<b>Dead</b>
Dynamic Voice Challenge ®	US	3148616	09/26/06; 10/28/05	Live
It speaks for itself ®	US	3148731	09/26/06; 11/08/05	Live
Push2Verify ®	US	3413694	04/15/08; 06/13/07	Live
Unforgettable Password ®	US	3574584	02/17/09; 07/06/07	Live
Sound.Proof.Security ®	US	3506078	09/23/08; 05/24/07	Live

**Schedule I**

**SCHEDULE II**

**ASSIGNED DOMAIN NAME REGISTRATIONS**

**Domain Names**

www.voiceverified.com  
Identityconsole.com  
Myvoiceverified.com  
PreserveID.com  
PreserveID.net  
SoundAccess.com  
VoiceBiometric.com  
VoiceGuardian.com  
VoiceSecured.net  
VoiceVerified.com  
VoiceVerified.net  
VoiceVerified.us

**Schedule II**