

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 International, Inc.		12/07/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	InterAct911 Mobile Systems, Inc.
Street Address:	102 W. 3rd Street
Internal Address:	Suite 750
City:	Winston-Salem
State/Country:	NORTH CAROLINA
Postal Code:	27101
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2589573	POCKETCOP
Registration Number:	3216438	MOBILECOP
Registration Number:	3082868	VIRTUALCOP
Registration Number:	2474585	PACKETWRITER
Registration Number:	3469084	INFOEXCHANGE
Registration Number:	3128466	CERULEAN
Registration Number:	2280672	PACKETCLUSTER
Registration Number:	2310535	PACKETCLUSTER PATROL
Registration Number:	3690799	SECUREMESSAGE

CORRESPONDENCE DATA

Fax Number: (312)984-7700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-372-2000

CH \$240.00 2589573

Email: chicago_ip_docket@mwe.com, jmikulina@mwe.com,
kwalsh@mwe.com
Correspondent Name: Jennifer Mikulina, McDermott Will & Emery
Address Line 1: 227 W. Monroe Street
Address Line 2: Suite 4400
Address Line 4: Chicago, ILLINOIS 60606-5096

ATTORNEY DOCKET NUMBER:	73374-012 JMM/KEW
NAME OF SUBMITTER:	Jennifer M. Mikulina
Signature:	/Jennifer M. Mikulina/
Date:	01/12/2010

Total Attachments: 4
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TRADEMARK ASSIGNMENT

WHEREAS, BIO-key International, Inc., a Delaware corporation (“**Seller**”), has adopted and used and is the sole and exclusive owner of the trademarks, service marks and trade names and applications and registrations therefor listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto (collectively, the “**Trademarks**”);

WHEREAS, InterAct911 Mobile Systems, Inc., a Delaware corporation (“**Buyer**”), is acquiring the Trademarks from the Seller pursuant to the terms and conditions set forth in that certain Asset Purchase Agreement (as amended, modified or supplemented from time to time, the “**Agreement**”) dated as of August 13, 2009, between the Seller and the Buyer (capitalized terms used in this Trademark Assignment without definition shall have the same meanings given to them in the Agreement); and

WHEREAS this Trademark Assignment is delivered pursuant to Section 7.1 of the Agreement.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, the entire right, title and interest in and to the Trademarks, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the “**Commissioner**”), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Buyer as assignee of the entire interest.

AND, the Seller, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the Buyer’s request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may reasonably be required), the Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Trademarks, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns. This Trademark Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

* * *

IN TESTIMONY WHEREOF, the Seller has caused this Trademark Assignment to be executed by its duly authorized representative on December __, 2009.

BIO-key International, Inc.

By: [Signature]
Name: Thomas J Colatosti
Title: CFO

ATTEST:

[Signature: Kelley F. McNeil]

Commonwealth of Massachusetts
Suffolk County, ss:

CERTIFICATE OF ACKNOWLEDGEMENT

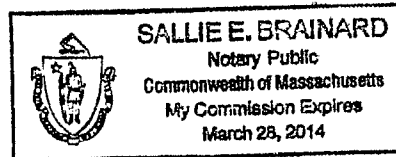
I, Sallie E. Brainard, a Notary Public in and for _____ do hereby certify that X, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of BIO-key International, Inc., 95 CFO, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 7th day of December, 2009.

X Thomas J. Colatosti

[Signature: Sallie E. Brainard]
Notary Public

Commission Expires: _____



SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**SCHEDULE A
BIO-KEY INTERNATIONAL, INC.
TRADEMARK ASSIGNMENT**

<u>TRADEMARKS</u>				
<u>TRADEMARK</u>	<u>APPLICATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
PocketCop®	76/095,581	24-Jul-00	2,589,573	2-Jul-02
MobileCop®	78/615,709	25-Apr-05	3,216,438	6-Mar-07
VirtualCop®	78/653,023	17-Jun-05	3,082,868	18-Apr-06
PacketWriter®	75/488,841	21-May-98	2,474,585	31-Jul-01
InfoExchange®	77/212,866	22-Jun-07	3,469,084	15-Jul-08
Cerulean®	76/630,004	31-Jan-05	3,128,466	15-Aug-06
PacketCluster®	75/412,397	30-Dec-97	2,280,672	28-Sep-99
PacketCluster Patrol®	75/453,112	19-Mar-10	2,310,535	25-Jan-00
SecureMessage®	77/583,681	1-Oct-08	3,690,799	29-Sep-09

<u>FOREIGN TRADEMARKS</u>				
<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>	<u>DATE FILED/ REGISTERED</u>	<u>INTERNATIONAL CLASS</u>
Brazil	Cerulean®	819906883	6-Jun-00	9