

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
Verified Identity Pass, Inc.		04/16/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Alclear, LLC
Street Address:	595 Madison Avenue
Internal Address:	39th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78581446	CLEAR
Serial Number:	78599860	CLEAR
Serial Number:	77683595	CLEAR
Serial Number:	78758773	CLEAR
Serial Number:	78599849	FLYCLEAR
Serial Number:	78356476	VERIFIED IDENTITY PASS, INC.

CORRESPONDENCE DATA

Fax Number: (202)887-4288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-887-4000
 Email: lgeyer@akingump.com
 Correspondent Name: Laura T. Geyer
 Address Line 1: 1333 New Hampshire AveNW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036-1564

CH \$165.00 78581446

ATTORNEY DOCKET NUMBER:	687864.0001
NAME OF SUBMITTER:	Laura Talley Geyer
Signature:	/Laura Talley Geyer/
Date:	04/28/2010
Total Attachments: 4 source=Alclear Assignment#page1.tif source=Alclear Assignment#page2.tif source=Alclear Assignment#page3.tif source=Alclear Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

WHEREAS, Verified Identity Pass, Inc., a Delaware corporation ("Assignor"), owns certain trade names, trademarks and service marks, the applications and registrations therefor ("Trademarks"), and all unregistered copyrighted works authored or otherwise owned by Assignor ("Copyrights") (collectively, "Intellectual Property"); and

WHEREAS, in a certain Asset Purchase Agreement dated January 27, 2010 (the "APA") and Bill of Sale and Assignment of Contract Rights dated April 15, 2010 Assignor has agreed to assign to Aleclear, LLC, a Delaware limited liability company ("Assignee"), and Assignee has agreed to receive, all of Seller's right, title and interest in and to all of the Intellectual Property, including those assets identified on Schedule 1 of the APA.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained in the APA and this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignor does hereby assign, transfer, and convey to Assignee:

i) all of Seller's right, title and interest in and to the Trademarks throughout the world, including those marks, applications and registrations identified on Attachment A hereto, and the goodwill of the business associated therewith, and the portion of the business to which such marks pertain, as well as all rights to damages and profits, due or accrued, arising out of past infringements of the Trademarks, and the right to sue for and recover the same; and

ii) all of the Seller's right, title and interest in and to the Copyrights throughout the world, in any and all media now known or hereafter developed, specifically including the right to reproduce, copy, print, reprint, display or prepare derivative works, and any and all revisions and modifications thereof, and as well as all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same.

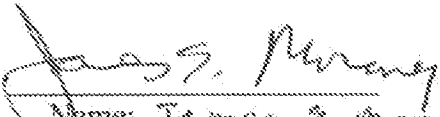
2. Assignor agrees to reasonably cooperate with Assignee and follow Assignee's reasonable instructions in order to transfer promptly to Assignee the record ownership of and control over the Intellectual Property. Assignor further agrees to cooperate as reasonably necessary with Assignee to effect this assignment, including the execution of any additional assignments or other documentation as may be required. Assignor hereby authorizes Assignee and its attorneys as its attorney-in-fact with power to execute and endorse its name on all documents as may be required to effectuate this assignment, in the event the foregoing action is necessary to complete the transfer.

3. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4. This Assignment is being executed and delivered pursuant to the APA and shall be construed consistently therewith. This Assignment is not intended to, and does not, in any manner, enhance, diminish, or otherwise modify the rights and obligations of the parties under the APA. In the event of a conflict between this Assignment and the Sale Approval Order, the Sale Approval shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

VERIFIED IDENTITY PASS, INC.

By: 
Name: James E. Moraney
Title: CEO

ALCLEAR, LLC

By:


Name: Caryn Seidman Becker
Title: ~~President~~ CEO Alclear

EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT

A) TRADEMARKS

COUNTRY	FILED	APPL#	REG DATE	REG. NO.	STATUS	CLASS(ES)
1) CLEAR						
CANADA	8/31/2005	1,270,578			PENDING	
EUROPEAN UNION	9/5/2005	004617999	8/29/2006	004617999	REGISTERED	9,16,45
UNITED STATES	3/7/2005	78/581,446	4/18/2006	3,082,152	REGISTERED	16
UNITED STATES	4/1/2005	78/599,860	7/18/2006	3,118,406	REGISTERED	39
UNITED STATES	3/4/2009	77/683,593			PENDING	39, 41, 45
2) CLEAR (LOGO)						
CANADA	1/19/2006	1,286,683			PENDING	
EUROPEAN UNION	5/5/2006	005060272			PENDING	9, 16, 39, 45
UNITED STATES	11/21/2005	78/758,773	6/13/2006	3,194,078	REGISTERED	9,16, 39
3) CLEAR REGISTERED TRAVELER						
CANADA	1/4/2006	1,284,800			PENDING	
4) FLYCLEAR						
CANADA	8/31/2005	1,270,580		01,92	PENDING	
EUROPEAN UNION	9/5/2005	004618005	8/29/2006	004618005	REGISTERED	9,16,45
UNITED STATES	4/1/2005	78/599,849	6/27/2006	3,110,615	REGISTERED	39
5) VERIFIED IDENTITY PASS						
UNITED STATES	1/23/2004	78/356,476	5/3/2005	2,946,975	REGISTERED (Supplemental Register)	16