

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ICOP Digital, Inc.		03/11/2011	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ICOP, LLC		
<b>Street Address:</b>	6100 West Sam Houston Parkway North		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77041		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3060613	ICOP	
<b>Registration Number:</b>	3060612	ICOP DIGITAL	
<b>Registration Number:</b>	3059261	ICOP DIGITAL	
<b>Registration Number:</b>	3191258	ICOP MODEL 20/20	
<b>Registration Number:</b>	3656818	ICOP IN-FOCUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(832)217-2993		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7135283100		
<b>Email:</b>	rsmith@jonessmith.net		
<b>Correspondent Name:</b>	E Randall Smith		
<b>Address Line 1:</b>	2777 Allen Parkway, Suite 1000		
<b>Address Line 4:</b>	Houston, TEXAS 77019		
<b>NAME OF SUBMITTER:</b>	E Randall Smith		

OP \$140.00 3060613

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**TRADEMARK**  
**REEL: 004529 FRAME: 0324**

Signature:	/ers/
Date:	04/26/2011
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## TRADEMARK ASSIGNMENT

WHEREAS, ICOP Digital, Inc., a Colorado corporation and Debtor-in-Possession in a Chapter 11 Case pending in the United States Bankruptcy Court for the District of Kansas, Case No. 11-20140-11-rdb, with current offices at 16801 West 116<sup>th</sup> Street, Lenexa, KS 66219, (hereafter called "Assignor"), has used the following trade names, service marks, trademarks and logos since at least as early as the dates indicated below and owns the following listed trademark applications/registrations therefore, all collectively referred to herein as the "Trademarks:"

### Unregistered Marks

ICOP GUARDIAN JP2K-40  
ICOP Digital  
ICOP LIVE  
ICOP 20/20 VISION  
ICOP SOLUTION  
ICOP EXTREME  
ICOP iVAULT MMS  
ICOP MODEL 4000  
ICOP iVault  
ICOP Live Platform  
ICOP Model 20/20 Live  
ICOP Guardian Live  
ICOP GUARDIAN  
ICOP DVMS  
ICOP ADPS

<u>Registered Marks</u>	<u>Registration/Application No.</u>	<u>Registration Date</u>
ICOP (Filing Date, July 8, 2002)	3060613	February 21, 2006
ICOP DIGITAL (Filing Date, July 8, 2002)	3060612	February 21, 2006
ICOP DIGITAL (Filing Date, July 8, 2002)	3059261	February 14, 2006
ICOP MODEL 20/20 (Filing Date, March 23, 2005)	3191258	January 2, 2007
ICOP IN-FOCUS (Filing Date, July 7, 2008)	3656818	July 21, 2009

WHEREAS, Assignor wishes to transfer all of its rights, title and interest in and relating to the Trademarks to New ICOP, LLC, a Texas limited liability company having offices at 6100 West Sam Houston Parkway North, Houston, Texas 77041 (hereafter called "Assignee"), and Assignee wishes to receive such transfer;

**NOW, THEREFORE**, for good and valuable consideration (including consideration as provided in the Asset Purchase Agreement between Assignor and Assignee), the receipt and sufficiency of which are hereby acknowledged by Assignor, it is hereby agreed:

1. Assignor hereby forever sells, assigns and transfers unto Assignee, its successors and assigns, Assignor's entire worldwide, perpetual right, title and interest in and to the Trademarks, including said registration and all renewal rights therein, together with the goodwill of the business in connection with which the Trademarks are and have been used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements thereof, and to obtain further registrations therefor in the United States and throughout the world in the name of Assignee, its successors or assigns.
2. Assignor understands and agrees that all prior use of the Trademarks by Assignor, its agents and any predecessors-in-interest thereto, along with all goodwill resulting therefrom, will inure to the benefit of Assignee.
3. Assignor warrants that it owns the Trademarks, has the right and power to enter into this Trademark Assignment, is aware of no other party claiming any ownership or use rights in any of the Trademarks, knows of no other arrangement, agreement or information inconsistent with or in conflict with this Trademark Assignment and agrees not to participate in any of the same in the future.
4. Assignor further covenants that it or its representative, including David C. Owen and/or Laura Owen, will, upon request but without expense to it, do all other lawful acts necessary to enable Assignee or its assigns to obtain, maintain and enforce the full benefits from the rights and interests herein assigned, including providing and/or executing further papers, instruments, and assignments, as deemed necessary by Assignee.
5. This Trademark Assignment and its provisions shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

**EXECUTED** (in one or more original) this the 11<sup>th</sup> day of March, 2011.

ASSIGNOR:

ICOP Digital, Inc., Debtor-in-Possession in a Chapter 11 Case pending in the United States Bankruptcy Court for the District of Kansas, Case No. 11-20140-11-rdb

By: 

Printed Name: David C. Owen

Title: Chairman/CEO

THE STATE OF KANSAS       §  
  §  
COUNTY OF JOHNSON       §

BEFORE ME, the undersigned authority, on this day personally appeared David C. Owen, the Chairman/CEO of ICOP Digital, Inc., a Colorado corporation and Debtor-in-Possession in a Chapter 11 Case pending in the United States Bankruptcy Court for the District of Kansas, Case No. 11-20140-11-rdb, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said company.

GIVEN under my hand and seal of office, this 7<sup>th</sup> day of March, 2011.

Joanne B Stutz  
NOTARY PUBLIC, STATE OF KANSAS

