

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Collateral Assignment of Trademarks as Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Xybernaut Corporation		12/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	East River Capital, LLC
Street Address:	200 Nyala Farm Road
City:	Westport
State/Country:	CONNECTICUT
Postal Code:	06880
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	2719110	ATIGO
Registration Number:	2674015	BEYOND IT
Registration Number:	2581777	COMPUTING WITHOUT COMPROMISE
Registration Number:	2208537	LINKASSIST
Registration Number:	2577649	X
Registration Number:	2577901	ARMOR
Registration Number:	2566961	RUI
Registration Number:	2074049	X
Registration Number:	2287754	
Registration Number:	2520576	MA
Registration Number:	2302047	MA
Registration Number:	2307360	MA IV
Registration Number:	2306084	MAX
Registration Number:	1927863	MOBILE ASSISTANT

CH \$1415.00 2719110

Registration Number:	2223432	MOBILE COUNTER
Registration Number:	2164895	MOBILE INSPECTOR
Registration Number:	2252193	MOBILE TRADER
Registration Number:	2615218	OPMIST
Registration Number:	2328536	PC WORKMAN
Registration Number:	2597914	POMA
Registration Number:	2612330	SHADOW COMPUTING
Registration Number:	2695397	TEAM XYBERNAUT
Registration Number:	2372163	TECHNOLOGY THAT LISTENS WHEN YOU SPEAK
Registration Number:	2662543	TECHNOLOGY THAT WORKS WITH YOU
Registration Number:	2124569	VOICE USER INTERFACE
Registration Number:	2620789	WEARABLE COMPUTING TO THE FIFTH POWER
Registration Number:	2247463	WEBASSIST
Registration Number:	2585028	XNG
Registration Number:	2426149	XYBER
Registration Number:	2614397	XYBER ARMOR
Registration Number:	2367920	XYBER
Registration Number:	2544447	XYBERNAUT
Registration Number:	2571028	XYBER
Registration Number:	2329635	XYBERFLASH
Registration Number:	2695281	XYBERKIDS
Registration Number:	2668962	XYBERKIDS
Registration Number:	2624651	X XYBERNAUT
Registration Number:	2649061	X XYBERNAUT
Registration Number:	2563707	
Registration Number:	2563702	
Registration Number:	2628061	XYBERNAUT SOLUTIONS
Registration Number:	2606751	XYBERNAUT
Registration Number:	2045999	XYBERNAUT
Registration Number:	2069242	XYBERNAUT
Registration Number:	2542605	
Registration Number:	2639098	XYBERNAUT
Registration Number:	2573110	XYBERNAUT
Registration Number:	2328535	XYBERPORT
Registration Number:	2399815	XYBER QUARTERLY

Registration Number:	2577655	XYBERSPEECH
Registration Number:	2581897	XYBERWEAR
Registration Number:	3064676	NO COMPROMISE COMPUTING
Registration Number:	3171518	SHAPING THE MOBILE WORLD
Serial Number:	76612251	XYBERLINK
Serial Number:	76612252	XYBERLINK
Serial Number:	78787644	SHAPING THE MOBILE WORLD

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4103853475
Email: matthew.mayer@thomson.com
Correspondent Name: Miles & Stockbridge P.C.
Address Line 1: 10 Light Street
Address Line 4: Baltimore, MARYLAND 21202

NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	01/11/2007

Total Attachments: 14

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COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AS SECURITY (this "Assignment") is made as of this 31st day of December, 2006, by XYBERNAUT CORPORATION, a Delaware corporation (the "Assignor"), in favor of EAST RIVER CAPITAL LLC, a Delaware limited liability company (the "Lender").

RECITALS

A. The Assignor has applied to the Lender for certain revolving credit and term loan facilities (the "Credit Facilities") under the provisions of a certain Loan and Security Agreement dated the date hereof by and between the Lender and the Assignor (as amended, restated, supplemented or otherwise modified, the "Credit Agreement"). All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Credit Agreement.

B. The Assignor has adopted and is using or has a bona fide intention to use certain trademarks as listed on SCHEDULE A attached hereto and made a part hereof and has filed applications to register or has obtained registrations for such trademarks also as listed on SCHEDULE A. Unless otherwise clearly indicated by the context, such trademarks, applications, and registrations shall be referred to collectively as the "Trademarks".

C. The Credit Agreement and certain other Financing Documents contain security agreements under which the Assignor has granted to the Lender, a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Trademarks and under which the Lender is entitled to foreclose or otherwise deal with the Trademarks under the terms and conditions set forth in the Credit Agreement.

D. The Lender desires to have the interest of the Lender in such Trademarks confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

E. As collateral security for the Obligations, whether arising under the Financing Documents or otherwise, the Assignor has agreed to assign to the Lender the Trademarks and the goodwill of the business associated therewith; provided, however, that with respect to applications filed under 15 U.S.C. § 1051(b) (the "Intent to Use Applications"), this Assignment is not intended to convey and will not be interpreted to convey to the Lender any right, title, or interest that would violate the provisions of 15 U.S.C. § 1060(a)(1).

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I
ASSIGNMENT

Section 1.1 **Rights Conveyed**

In consideration of and pursuant to the terms of the Credit Agreement and each of the other Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Obligations:

1.1.1 With respect to all of the Trademarks except the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lender all of the Assignor's present and future right, title and interest in and to, and grants to the Lender a security interest in, Lien on, and collateral assignment of the Trademarks, together with all the goodwill of the Assignor associated with and represented by the Trademarks, and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world. The foregoing grant, security interest and assignment is a present grant of a collateral assignment and, upon the occurrence of an Event of Default and notice to the Assignor from the Lender, and subject to the filing with and notice to the United States Patent and Trademark Office, shall become an absolute assignment in favor of the Lender or in favor of such person as the Lender may designate, and may be the subject of such confirmatory instruments as the Lender may elect, which instruments shall be conclusive evidence of the Event of Default and absolute assignment.

1.1.2 With respect to the Intent to Use Applications, the Assignor hereby grants, assigns and conveys to the Lender a security interest therein and Lien thereon.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 **Trademark Existence.**

The Assignor represents and warrants to the Lender, and shall be deemed to represent and warrant to the Lender at the time a Loan is made, that based on the records of the United States Patent and Trademark Office and the corresponding authorities in any state or foreign jurisdiction, and on the Assignor's knowledge:

2.1.1 Each of the registered Trademarks is subsisting, valid, and enforceable in the jurisdiction(s) in which it is registered.

2.1.2 Except as set forth on SCHEDULE B to this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, and each of the Trademarks is free and clear of any Liens (other than Liens expressly permitted by the Credit Agreement), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.3 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III
COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Trademarks and Consents.

The Assignor covenants that until all the Obligations have been paid and performed in full and all commitments of the Lender under the Credit Agreement have been terminated or have expired:

3.1.1 Except as permitted by the provisions of the Credit Agreement, it will not enter into any agreement, including without limitation, license agreements that would have a material adverse effect on the Lender's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights to any new Trademarks, the provisions of this Assignment shall automatically apply thereto and the Assignor shall give the Lender prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Lender's request, obtain consents to this Assignment where the Assignor's right to assign any Trademarks requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as permitted by the provisions of the Credit Agreement, the Assignor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are satisfied in full, all commitments of the Lender under the Credit Agreement have been terminated or have expired.

3.2.2 Except as permitted by the provisions of the Credit Agreement, the Assignor shall have the duty to (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Obligations shall have been satisfied in full, all commitments of the Lender under the Credit Agreement have been terminated or have expired, (b) preserve and maintain all rights in such applications and/or Trademarks including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Lender, to make federal application for registration of registrable but unregistered trademarks to the extent the value of such application in the Assignor's business justifies such application for registration. Any expenses incurred in connection with such applications shall be part of the Enforcement Costs. The Assignor shall not abandon any Trademark without the consent of the Lender.

3.2.3 Prior to an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if necessary, at the Assignor's sole expense, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such

joinder. If suit is brought subsequent to an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and reasonable expenses, including attorneys' fees, as they arise incurred by the Lender in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Lender may do so in the Assignor's name or in the Lender's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Lender in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Trademarks.

3.2.6 The Assignor will continue to meet for the duration of this Assignment, consistent standards of quality with respect to products sold or services rendered under the Trademarks comparable to the standards met by Assignor prior to the date of this Assignment.

Section 3.3 Fees and Expenses.

The Assignor agrees to pay to the Lender upon demand as part of the Enforcement Costs, any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses incurred by the Lender in connection with the preparation of this Assignment and of all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining or preserving the Trademarks, or in enforcing the Lender's rights therein or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Trademarks and (b) the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license under the Trademarks, or assign, pledge or otherwise transfer title in the Trademarks to any other party. Except as otherwise permitted by the Credit Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under, except in the ordinary course of the Assignor's business and only if such sublicensee is provided notice that the sublicense is subject to the terms of this Assignment, or allow any Lien (other than Liens expressly permitted by the Credit Agreement) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Lender.

Section 4.2 Certain Lender Rights.

The Assignor hereby covenants and agrees that the Lender, as assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New York, and under any other applicable law, following an Event of Default, upon notice to the Assignor, may terminate the license set forth in Section 4.1 (Assignor Use) and may take such other action permitted hereunder or under the Credit Agreement or permitted by applicable Laws, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Obligations, the Assignor upon the occurrence of an Event of Default hereby authorizes and empowers the Lender to make, constitute and appoint any officer of Lender as the Lender may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Lender or in the name of the Assignor or otherwise, for the use and benefit of the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Credit Agreement, the Financing Documents and other obligations and until all of the Obligations to the Lender are satisfied in full and all commitments of the Lender under the Credit Agreement have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Obligations and termination or expiration of all commitments of the Lender under the Credit Agreement, the Lender shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Trademarks.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Financing Documents shall operate as a waiver thereof, and all of the Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Documents, or by any other future agreements between the Assignor and the Lender or by law shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Lender" under the Credit Agreement.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties and shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of New York.

[Signature Follows on Next Page]

IN WITNESS WHEREOF, the Assignor has executed this Assignment, under seal, the day and year first above written.

WITNESS OR ATTEST:

XYBERNAUT CORPORATION

Nancy Hoag

By: Periy L. Nolen (SEAL)
Name: PERIY L. NOLEN
Title: PRESIDENT & CEO

SCHEDULE A

US REGISTERED TRADEMARKS

TITLE	REG. NO.	REG. DATE
ATIGO®	2,719,110	5/27/03
BEYOND IT®	2,674,015	1-14-03
COMPUTING WITHOUT COMPROMISE®	2,581,777	6-18-02
LINKASSIST®	2,208,537	12-8-98
LOGO (OLD)	2,577,649	6-11-02
LOGO + ARMOR	2,577,901	6-11-02
Logo-RUI®	2,566,961	5-7-02
Logo-XYBERNAUT® SM	2,074,049	6-24-97
Logo-XYBERNAUT®™	2,287,754	10-19-99
MA® SM	2,520,576	12-18-01
MA®™	2,302,047	12-21-99
MAIV®	2,307,360	1-11-00
MAX®	2,306,084	1-4-00
MOBILE ASSISTANT®	1,927,863	10-17-95
MOBILE COUNTER®	2,223,432	2-9-99
MOBILE INSPECTOR®	2,164,895	6-9-98
MOBILE TRADER®	2,252,193	6-8-99
OPMIST®	2,615,218	9-3-02
PC WORKMAN®	2,328,536	3-14-00
POMA®	2,597,914	7-23-02
SHADOW COMPUTING®	2,612,330	8-27-02
TEAM XYBERNAUT®	2,695,397	3-11-02
TECHNOLOGY THAT LISTENS WHEN YOU SPEAK®	2,372,163	8-1-00
TECHNOLOGY THAT WORKS WITH YOU®	2,662,543	12-17-02
VOICE USER INTERFACE® (Sup.)	2,124,569	12-23-97
WEARABLE COMPUTING TO THE FIFTH POWER	2,620,789	9-17-02
WEBASSIST®	2,247,463	5-25-99
XNG®	2,585,028	6-25-02
XYBER	2,426,149	2-6-01
XYBER ARMOR®	2,614,397	9-3-02
XYBER®	2,367,920	7-18-00
XYBERNAUT ® (cl. 24-towels)	2,544,447	3-5-02
XYBER®	2,571,028	5-21-02
XYBERFLASH®	2,329,635	3-14-00
XYBERKIDS	2,695,281	3-11-03
XYBERKIDS®	2,668,962	12-31-02
XYBERNAUT & DESIGN ® SM	2,624,651	9-24-02
XYBERNAUT & DESIGN ®™	2,649,061	11-12-02
XYBERNAUT LOGO® (NEW) SM	2,563,707	4-23-02
XYBERNAUT LOGO® (NEW) TM	2,563,702	4-23-02
XYBERNAUT SOLUTIONS®	2,628,061	10-1-02
XYBERNAUT® CL. 14 & 25	2,606,751	8-13-02
XYBERNAUT®	2,045,999	3-18-97
XYBERNAUT®	2,069,242	6-10-97
XYBERNAUT® CL. 24	2,542,605	2-26-02
XYBERNAUT® Cl. 37,35,38	2,639,098	10-22-02
XYBERNAUT® Cl. 9,16,18,21,26,28	2,573,110	5-28-02
XYBERPORT®	2,328,535	3-14-00
XYBERQUARTERLY®	2,399,815	10-31-00
XYBERSPEECH ®	2,577,655	6-11-02
XYBERWEAR®	2,581,897	6-18-02
No Compromise Computing	3,064,676	3-07-2006
Shaping the Mobile World	3,171,518	11-14-2006

TRADEMARK APPLICATIONS PENDING

MARK	SERIAL NO.	FILING DATE
XYBERLINK (SM) <i>Abandoned</i>	76/612,251	9/16/04
XYBERLINK TM <i>Abandoned</i>	76/612,252	9/16/04
Shaping the Mobile World SM -registered	78/787,644	1/9/2006

TRADEMARK APPLICATIONS IN PREPARATION

<i>none</i>		
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FOREIGN REGISTERED TRADEMARKS (By Mark)

MARK	COUNTRY	REG. DATE	REG. NO
ATIGO	Australia	6-2-04	1004752
LINKASSIST	Chile	1-24-00	559439
	Mexico	8-19-99	626328
	Argentina	9/20/01	1844288
Logo-XYBERNAUT	Australia	7-28-98	768492
	S. Korea	6-28-99	224
	Canada	3-10-00	524621
	China	1-28-00	1358849 1357397
	Chile	1-24-00	559447
	Japan	1-28-00	4356716
Logo-XYBERNAUT	Russia	7-8-02	216484
Logo-XYBERNAUT(CL 42)	Mexico	11-26-98	594309
Logo-XYBERNAUT(CL 9)	Mexico	11-26-98	594308
Logo-XYBERNAUT (CL 9&42)	Israel	3-8-98	121,485& 121,486
Logo-Xybernaut TM & SM	Singapore	7/7/03 4/23/02	TO1/07482G TO1/07481I
Logo-Xybernaut TM & SM	China	1/28/00 1/30/00	1358849 1357397
Logo-XYBERNAUT (new)	Japan	11/15/02	4621270
Logo-XYBERNAUT (new)	Australia	6/12/02	916144
Logo-XYBERNAUT (new)	Korea	1/2/04	45-0008994
Logo-XYBERNAUT	Russia	3-6-01	2001706704 <i>Allowed</i>
Logo-XYBERNAUT	S. Arabia	512/34 512/35	10/12/98 10/12/98
Logo-Xybernaut (new)	Israel	6/13/02	157,663
Logo-Xybernaut (new) TM SM	Taiwan	5-1-03 6-1-03	1041972 183055
Logo-Xybernaut (new)	China	8-7-03	3213160
Logo-Xybernaut (new)	Russia	5/15/03	246210
Logo-Xybernaut (new) TM SM	Hong Kong		<i>Allowed</i>
Logo-Xybernaut-new-TM & SM	Australia	6-12-02	916144
Logo-Xybernaut-new -TM & SM	Canada	10-3-03	593,781
Logo-Xybernaut-new-TM/SM	Europe	9/15/03	073/2003
Logo-Xybernaut-new-TM Class 16, 9 & 42	Singapore	11/26/03	T03/19062Z
MA	Chile	1-24-00	559438
MA (tm & sm)	Singapore	5/19/02 9/2/02	T01/07483E T01/07484C
MA	Russia	6/2/03	247839
MA	Canada	10/1/03	TMA591,236
	Russia		<i>Allowed</i>
MOBILE ASSISTANT	Chile	1-24-00	559437

MARK	COUNTRY	REG. DATE	REG. NO	
ATIGO	Australia	6-2-04	1004752	
	Europe	01-27-06	002 292 183	
	Taiwan	11-16-97	784777	
	Canada	2-9-98	489533	
	China	9-21-97	1108450	
	S. Korea	3-11-98	413538	
	Japan	10-9-98	4197433	
	Mexico	8-19-99	626327	
	Argentina	11-27-00	1/811/481	
	Singapore	1/15/01	T01/07477J T01/07478I	
	Venezuela	12-21-99	21698-99	
	Hong Kong		ALLOWED	
	MOBILE INSPECTOR	Chile	1-24-00	559440
		Mexico	8-19-99	626329
	Argentina	11-27-00	1.811.482	
POMA	Japan	10-18-02	4,613,725	
	Canada	10/31/03	TMA593,672	
	Europe	10-24-03	2547800	
XYBER	Russia	3-5-01	2001706625	
XYBERNAUT	Australia	9-23-96	717901	
	Europe cl. 9/42	10-7-98	000365304	
	Add'l cls.	11-11-03	0002293041	
	Taiwan	6-16-97	764719	
	Chile	3-24-00	564620	
	Chile	1-24-00	559452	
	S. Korea	1-26-98	393227	
	Canada	4-6-98	491944	
	China	12-21-97	1137491	
	Hong Kong	11-30-01	B03378(A-B)2003	
	S. Korea	1-26-98	393227	
	Japan	4-10-98	4135415	
	Singapore	6-4-02	TO1/07479G	
		5-6-02	TO1/07480J	
	Venezuela	6/1/00	P232649	
	XYBERNAUT	Russia	12-19-02	2001-706464
	XYBERNAUT (42)	Mexico	8-19-99	626330
XYBERNAUT (9)	Mexico	8-19-99	626326	
XYBERNAUT (CL 42)	China	1-21-00	1357397	
XYBERNAUT (sm)	Canada	10-22-98	502642	
XYBERNAUT (Cl. 9)	Argentina	11-27-00	1.811.479	
XYBERNAUT (CL 42)	Argentina	11-27-00	1.811.480	
XYBERNAUT (SM)	Argentina	8-18-99	2235165	
XYBERNAUT (SM)	Brazil	11-12-99	822188783	
XYBERNAUT™	Brazil	11-12-99	822188775	
XYBERNAUT MOBILE ASSISTANT	Japan	4-10-98	4135416	
XYBERNAUT & LOGO (CHINESE CHARACTERS)	China	6/28/04	300241424	

FOREIGN TRADEMARKS PENDING (By Mark)

MARK	COUNTRY	FILED	NO.
ATIGO	China	6/3/04	4100423
	China	9/28/04	300293670
	Canada	9/22/04	1,231,995
	Europe	6/04	
	Japan	6/04	2004-56318
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SCHEDULE B

None.

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