



RECORDAT

08-20-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

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To the Honorable Commissioner of Patents and Tr

100800567

ial documents or copy thereof.

1. Name of conveying party(ies):

Identicator Technology

- Individual(s)
- General Partnership
- Corporation-State CA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 6-9-98

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC. GROUP

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Attachment

B. Trademark Registration No.(s)

See Attachment

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: SILICON VALLEY BANK

Internal Address: ATTN: LOAN DOC GROUP
NC # 816

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA State: CA ZIP: 95054

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41) \$ 340-

- Enclosed check # 7686
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/17/1998 15HABRAZ 00000056 75159673

DO NOT USE THIS SPACE

01 FLS:481 40.00 OP
02 FLS:482 100.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maggi Garcia

Name of Person Signing

Maggi Garcia

Signature

7-29-98

Date

11

Total number of pages including cover sheet, attachments, and document:

Dewille

**Identicator Technology
Trademarks**

Trademark Application No. (s):

75/159,679

75/212,338

75/376,085

75/343,341

75/329,729

75/400,798

Trademark Registration No. (s):

1,842,729

2,051,138

2,016,085

1,979,772

1,834,499

2,091,603

2,080,908

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 9, 1998 by and between SILICON VALLEY BANK ("Bank") and IDENTICATOR TECHNOLOGY ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated June 9, 1998 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

1150 Bayhill Drive
San Bruno, CA 94066
Attn: _____

GRANTOR:

IDENTICATOR TECHNOLOGY

By: INTERNATIONAL TECHNOLOGY CONCEPT, INC., G.P.

By: _____

Name: _____

Title: _____

By: IDENTICATOR CORPORATION, G.P.

By: Oscar R. Piper

Name: OSCAR Piper

Title: President

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____

BANK:

SILICON VALLEY BANK

By: A. Edward Verhall

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

See Attachment

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See Attachment

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See Attachment

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See Attachment

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

See Attachment

Identicator**CONFIDENTIAL**

IDENTICATOR TECHNOLOGY TRADEMARKS/PATENTS STATUS
(as at May 7, 1998)

<u>#</u>	<u>PRODUCT</u>	<u>NUMBER</u>	<u>STATUS</u>	<u>ACTION DATE</u>
1.	BIO ENGINE	TA-65285-1/WSG	PENDING	MARCH 19, 1998
2.	BIOLOGON	TA-65285/WSG	"	"
3.	ID CARDS CAN®	1,842,729™	G	JULY 5, 1994
4.	ID DIRECT FINGERPRINT READER®	2,051,138™	G	APRIL 8, 1997
5.	DFR®	2,016,085™	G	NOV. 12, 1996
6.	GATEKEY®	1,979,772™	G	JUNE 11, 1996
7.	IDENTI-NET	SER.# 75/159,679™	PENDING	APPLIED 8/27/96
8.	ID MATCHER®	1,834,499™	G	MAY 3, 1994
9.	ID SAFE & DESIGN	SER.# 75/212/338™	PENDING	FILED 2/26/98
10.	MICROPRISM	5,732,148 ^P	G	MARCH 24, 1998
11.	MICROPRISM®	2,091,603™	G	AUG 26, 1997
12.	MINI DFR	SER. 75/376/085	PENDING	APPLIED 10/ 20/97
13.	PRESCAN®	2,080,908™	G	JULY 22, 1997
14.	PRESCAN	5,737,071 ^P	G	APRIL 7, 1998
15.	SE CURE BOOT	SER.# 75/343,341™	PENDING	APPLIED 8/19/97
16.	SECURE LOG ON	SER.# 75/329/729™	PENDING	APPLIED 7/24/97
17.	SECURE SIGN ON	SER.# 75/400-798™	PENDING	APPLIED 12/5/97
18.	TRUSTED ACCESS & DESIGN	IDE2-L28 & L30	"	APPLIED 2/139/96
19.	TRUSTED MOUSE	IDE2-L27	"	APPLIED 9/16/97
20.	YOUR PASSPORT FOR LIFE	IDE2-L77	"	APPLIED 1/22/98

TRADEMARK
REEL: 1770 FRAME: 0703^{1 OF 2}

IDT PATENTS & TRADEMARKS
MISCELLANEOUS
(AS AT MAY 7, 1998)

DISCLOSURE – FILES (PATENTS):

2 DIMENSIONAL BAR CODE
BIOVAULT PROJECT
CAMERA & OPTICAL
DFR 100
DUO BIOMETRIC
FALSE FINGER DETECTOR
FINGERNAIL POSITION
MULTIPLE ID
TRUSTED MOUSE/TOUCH SCREEN/KEYBOARD CONCEPT

SEARCH FILES – (TRADEMARKS):

NONE

NEW FILE

FINGERPRINT BACKGROUND INFORMATION