

MW 1-10-02



101954963

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): <b>Lockstar, Inc.</b>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Silicon Valley Bank Internal Address: HA155
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____  Execution Date: <b>01/18/2001</b>	Street Address: 3003 Tasman Drive  City: Santa Clara State: CA ZIP: 95054  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

4. Application number(s) or trademark number(s):  
 If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No.(s) <b>75/509,806</b> <b>76/016,683</b> <b>76/016,682</b> <b>75/873,836</b> <b>75/686,632</b>	B. Trademark No.(s)
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Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <b>Silicon Valley Bank</b>  Internal Address: Loan Documentation HA155	6. Total number of applications and trademark involved: <b>5</b>  7. Total fee (37 CFR 3.41): <b>\$140.00</b> <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account
Street Address: 3003 Tasman Dr.  City: Santa Clara State: Ca ZIP: 95054	8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

01/23/2002 LNWELLER 00000218 75509806  
 01 FC:481 40.00 DP  
 02 FC:482 100.00 DP

DO NOT USE THIS SPACE

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.*

Romil Randhawa  
 Name of Person Signing

Randhawa  
 Signature

07/20/2001  
 Date

Total number of pages comprising cover sheet: 7

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 18, 2001 by and between SILICON VALLEY BANK ("Bank") and LOCKSTAR, INC., a Delaware corporation ("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 January 3, 2000 (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).

B. The Grantor has been advised of the existence of certain Events of Default under the Loan Agreement and has entered into a Forbearance Agreement with the Bank of even date herewith (the "Forbearance Agreement"). Bank has entered into the Forbearance Agreement with the Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Forbearance Agreement and the Loan Agreement.

C. 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 and the Forbearance Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Forbearance Agreement and 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 and Trademarks listed on Schedules A, B and C 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 Forbearance Agreement, 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 Forbearance Agreement, 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 Forbearance 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.

This security interest shall terminate when all Obligations (as defined in the Loan Agreement and the Forbearance Agreement) have been indefeasibly repaid in full and the Lender has no further obligation to advance any other funds for the Grantor.

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.

GRANTOR:

Address of Grantor:  
1200 Wall Street West  
Lyndhurst, New Jersey 07071  
Attn:

LOCKSTAR, INC.

By: \_\_\_\_\_  
Name:  
Title:

BANK:

Address of Bank:  
5 Radnor Corporate Center  
100 Matsonford, Suite 555  
Radnor, Pennsylvania 19087  
Attn: Ash Lilani

SILICON VALLEY BANK

By: *R.P. Hamilton*  
Name: *Robert Hamilton*  
Title: *Vice President*

Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Forbearance Agreement, 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 Forbearance 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.

This security interest shall terminate when all Obligations (as defined in the Loan Agreement and the Forbearance Agreement) have been indefeasibly repaid in full and the Lender has no further obligation to advance any other funds for the Grantor.

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.

GRANTOR:

Address of Grantor:  
1200 Wall Street West  
Lyndhurst, New Jersey 07071  
Attn:

LOCKSTAR, INC.

By:   
Name: Jay T. Simmons  
Title: President & CEO

BANK:

Address of Bank:  
5 Radnor Corporate Center  
100 Matsonford, Suite 555  
Radnor, Pennsylvania 19087  
Attn: Ash Lilani

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name:  
Title:

SENT BY: LOCKSTAR, INC.;

508 0220;

JAN-16-01 12:24;

PAGE 2

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT A.doc  
01/16/01

SENT BY: LOCKSTAR, INC.;

508 3220;

JAN-16-01 12:25;

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**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
(US) - Secure Authentication for Access to Back End Resources	09 / 429,373	10/28/99 Pending
(International) - Secure Authentication for Access to back end resources	PCT / US99 / 25215	10/28/99 Pending
(US) Secure data Transfer between a Client & a Back End Resource	09 / 481,140	1/12/2000 Pending
(International)-Secure data Transfer between a Client & a Back End Resource	PCT / US00 / 00701	1/12/2000 Pending
US Provisional application - Secure Data Transfer between a client and a Back End resource via an intermediary	60 / 211,256	6/13/2000 Filed
Thailand - Secure Authentication for Access to Back-End resources	053647	10/29/1999 Pending
Thailand - Secure data Transfer between a Client & a Back End Resource	055195	1/13/2000 Pending

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LockStar	75 / 509,808	6/29/1998 Pending
(Canada) - LockStar (stylized)	1048779	3/2/2000 Pending
(Canada) - LockStar	0889568	9/8/1998 Allowed
(US) - LockStar (stylized)	75 / 873,836	12/15/1999 Pending
Securing the Digital Economy	76 / 016,883	4/4/2000 Pending
CoreTrust	76 / 016,682	4/4/2000 Pending
Wicket	75 / 686,832	4/19/1999 Allowed

**Domain Name's owned**

www.lockstar.com  
www.lockstar.net

Silicon Valley Bank - Intellectual Property Security Agreement  
93005  
(3/13/00)

TRADEMARK

REEL: 002430 FRAME: 0606