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09-09-2002

Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Authentor Systems, Inc.  
Meridian Center, 9800 Mt. Pyramid Court, Suite 400  
Englewood, CO 80112

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State - Delaware
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: See attached Exhibit B

Internal Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- 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

3. Nature of conveyance:

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

Execution Date: August 23, 2002

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

A. Trademark Application No.(s)

78/024,409; 76/034,816

B. Trademark Registration No.(s)

2,565,369; 1,533,988

Additional number(s) attached  Yes  No

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

Name: Patricia C. Gagnon, RP

Internal Address: Shipman & Goodwin LLP

Street Address: One American Row

City: Hartford State: CT Zip: 06103

6. Total number of applications and registrations involved: \_\_\_\_\_

**4**

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501651

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

OFFICE OF PATENT & TRADEMARK RECORDS  
FINANCE SECTION  
2002 SEP -14 AM 9:00

**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.*

Thomas P. Flynn, Esq.  
Name of Person Signing

Signature

8/30/02  
Date

09/09/2002 LMJELLER 00000018 501651 78024409 Total number of pages including cover sheet, attachments, and document: **5**

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**TRADEMARK  
REEL: 2581 FRAME: 0827**

**Exhibit B to Authentor Systems, Inc. Assignment of Trademarks**

<p><b><i>Flanders Language Valley Funds C.V.A.</i></b> FLV 63 B-8900 IEPER Belgium Attn: Piet Vandermeesch, CEO of FLV Management</p>	<p><b><i>Curtis R. Jensen</i></b> 10001 Oak Tree Court Lone Tree, CO 80124</p>
<p><b><i>SI Venture Fund II, L.P.</i></b> 1200 Gateway Boulevard Forty Myers, FL 33913 Attn: John Halligan</p>	<p><b><i>John F. Halligan</i></b> 12600 Gateway Boulevard Fort Myers, FL 33913</p>
<p><b><i>Catalyst Partners, Inc.</i></b> 730 North Nevada Avenue, Suite 200 Colorado Springs, CO 80903 Attn: Valerie Anderson</p>	<p><b><i>Manual A. Fernandez</i></b> 12600 Gateway Boulevard Fort Myers, FL 33913</p>
<p><b><i>Willem H.J. Andersen</i></b> 730 North Nevada Avenue, Suite 200 Colorado Springs, CO 80903 Attn: Valerie Anderson</p>	<p><b><i>Global Capital Group</i></b> 277 North Post Road Princeton Junction, NJ 08550 Attn: Mr. John Claybough</p>
<p><b><i>Dwan Family Limited Partnership</i></b> c/o IDO, Inc. 730 North Nevada Avenue Colorado Springs, CO 80903 Attn: Steven Condon</p>	<p><b><i>Dr. N. Adam Rin</i></b> 160 Lindenn Tree Road Suite 100 Wilton, CT 06897</p>
<p><b><i>Ronald S. Johnson</i></b> c/o IDO, Inc. 730 North Nevada Avenue Colorado Springs, CO 80903 Attn: Steven Condon</p>	<p><b><i>Mark S. Raimer</i></b> 8342 Scarborough Drive Colorado Springs, CO 80920</p>
<p><b><i>5280 Partners</i></b> 360 South Monroe Street, Suite 600 Denver, CO 80209 Attn: Peter Smith</p>	<p><b><i>Robert A. Forbes</i></b> 10802 Quail Creek Drive East Parker, CO 80138</p>
<p><b><i>iSherpa Capital, LLC</i></b> 9100 East Panorama Drive, #350 Englewood, CO 80112 Attn: Vipanj Patel</p>	<p><b><i>George Schad</i></b> 4404 Orofino Place Castle Rock, CO 80108</p>
<p><b><i>Internet Seed Capital Partners, L.P.</i></b> 245 East 58<sup>th</sup> Street, Apt. 22a New York, NY 10022 Attn: Adrian Alexander</p>	<p><b><i>Brian Whitney</i></b> P.O. Box 25751 Colorado Springs, CO 80936</p>

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## MEMORANDUM OF INTELLECTUAL PROPERTY COLLATERAL ASSIGNMENT OF SECURITY INTEREST

This Memorandum is dated as of August 23, 2002, and is executed by Authentor Systems, Inc., a Delaware corporation (the "Property Owner") in favor of the holders of those certain secured Notes issued pursuant to that certain Convertible Note Purchase Agreement dated of even date herewith (each, a "Secured Party" and collectively, the "Secured Parties"). The Secured Parties have made a loan to the Property Owner pursuant to that certain Convertible Note Purchase Agreement dated of even date herewith by and between the Property Owner and the Purchasers set forth on the signature page thereto (the "Purchase Agreement") and evidenced by those certain Secured Convertible Notes dated of even date herewith between the Property Owner and the Secured Parties (the "Notes");

1. Pursuant to that certain Security Agreement by and between the Secured Parties and the Property Owner of even date herewith (the "Security Agreement"), the Property Owner has granted to the Secured Parties a security interest in the patents, trademarks, patent applications and/or trademark applications listed in Exhibit A, attached hereto and made a part hereof, in the name of the Property Owner, together with any registrations or patents thereof and good will symbolized thereby, including, without limitation, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits) (collectively, the "Patent and Trademark Collateral").
2. The Property Owner is the exclusive owner of all rights in the Patent and Trademark Collateral, including all rights to prosecute the applications and pursue actions against unconsented use or infringement thereof. The Property Owner has the capacity to grant to the Secured Parties the security interests granted under the Security Agreement.
3. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Patent and Trademark Collateral provided in the Security Agreement, the Property Owner grants, assigns, transfers, conveys and sets over to the Secured Parties the Property Owner's entire right, title and interest in and to the Patent and Trademark Collateral; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default (as defined in the Security Agreement) and upon the written demand of the Secured Parties holding not less than sixty six percent (66%) of the Notes then outstanding, at any time during such continuance or (B) upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of Collateral by the Property Owner to the Secured Parties or their nominee in lieu of foreclosure).
4. In addition, the Property Owner has executed in blank and delivered to the Secured Parties an assignment of federally registered patents, trademarks, patent applications and trademark applications (the "Assignment of Patents and Trademarks"). The Property Owner hereby authorizes the Secured Parties to complete as assignee and record with the United States Patent and Trademark Office (the "PTO") the Assignment of Patents and Trademarks upon the occurrence and during the continuance of an Event of Default and the proper exercise of

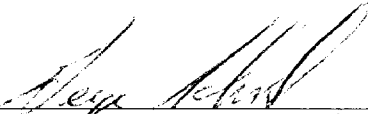
the Secured Parties' remedies pursuant to this Memorandum, the Security Agreement, the Notes and/or the Purchase Agreement.

5. If, before the Secured Obligations shall have been finally paid and satisfied in full, the Property Owner shall obtain any right, title or interest in or to any other or new patents, patent applications, trademarks or trademark applications, or become entitled to the benefit of any trademark, trademark application, patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any of the Patent and Trademark Collateral or any improvement on any of the Patent and Trademark Collateral, the provisions of this Memorandum shall automatically apply thereto and the Property Owner shall promptly give to the Secured Parties notice thereof in writing and execute and deliver to the Secured Parties such documents or instruments as the Secured Parties may reasonably request further to implement, preserve or evidence the Secured Parties' interest therein.
6. In case an Event of Default shall occur and be continuing, the Secured Parties shall be entitled to the remedies set forth in this Memorandum as well as the remedies set forth in the Security Agreement.

The Property Owner has executed this Memorandum effective as of the date first above written.

Property Owner:

AUTHENTOR SYSTEMS, INC.

By:   
Name: *George S. Smith*  
Title: *President & CEO*

**EXHIBIT A**

**Trademarks:**

	<u>Mark</u>	<u>Registration/ Serial Number</u>
1.	VOICEKEY	2,565,369
2.	ANNEAL	78/024,409
3.	AUTHENTOR	76/034,816
4.	VOICEKEY	1,533,988

**Patents/Patent Applications:**

	<u>Patent App. Ser. No.</u>	<u>App. Date</u>	<u>Title</u>
1.	09/653,661	9/1/2000	Probabilistic Policy Engine for Authentication of Access to Computer Based Resources