

4-29-03

04-29-2003

FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102433379

To the Honorable Commissioner of Patents

documents or copy thereof.

g party(ies):

1. Name of conveying party(ies):

VIGILINX, INC.

Name: COMERICA BANK-CALIFORNIA
Address: 9920 S. LA CIENEGA BLVD., SUITE 1401
City: INGLEWOOD State: CA Zip: 90301

Individual(s) citizenship:

Individual(s) citizenship:

Association:

Association:

General Partnership:

General Partnership:

Limited Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Corporation - State:

Other:

Other: a California banking corporation

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

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

(Designations must be a separate document from assignment)

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

Execution Date: March 28, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/216,955

75/982,631

Additional numbers attached? Yes No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Erin O'Brien

April 28, 2003

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 6]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

RECEIVED OPR
APR 29 PM 1:35
ASSIGNMENTS DIV

04/29/2003 6TON11 00000145 76216955

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 28, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and VIGILINX, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has made loans to TRUSECURE CORPORATION and TRUSECURE HOLDINGS, INC. (collectively, "Borrower"), which are affiliates of Grantor, pursuant to a Loan and Security Agreement dated June 26, 2002, as amended, including without limitation by that certain First Amendment to Loan and Security Agreement dated August 1, 2002, that certain First Amendment to Loan and Security Agreement dated November 18, 2002, and that certain Third Amendment to Loan and Security Agreement dated as of the date hereof (as amended from time to time, the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and has entered into a Multiparty Guaranty (as amended from time to time, the "Guaranty") and a Third Party Security Agreement (as amended from time to time, the "Third Party Security Agreement"), both dated of even date herewith. The Guaranty and the Third Party Security Agreement are collectively referred to herein as the "Guaranty Documents"). All capitalized terms used herein without definition shall have the meanings ascribed to them in the Guaranty Documents.

B. Bank is willing to make credit extensions to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of Grantor's right title, and interest in, to and under all of the Intellectual Property Collateral whether presently existing or hereafter acquired.

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 Guaranty Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty Documents and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Guaranty Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty Documents 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 Guaranty Documents 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 Guaranty Documents 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

VIGILINX, INC.

Address of Grantor:

13650 Dulles Technology Drive, Suite 500
Herndon, Virginia 20171

Attn: Edward D. Lenker

By: 

Title: DIRECTOR

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401
Inglewood, CA 90301

Attn: Manager

By: 

Title: VP

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

Gray Cary\PA\10019739.1
1090371-900000

TRADEMARK
REEL: 002720 FRAME: 0088

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Gray Cary\PA\10019739.1
1090371-900000

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Vigilinx	76/216,955	02/27/01
Vigilinx	75/982,631	02/27/01

Gray Cary\PA\10019739.1
1090371-900000

RECORDED: 04/29/2003

**TRADEMARK
REEL: 002720 FRAME: 0090**