

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD Security, Inc.		06/01/2004	CORPORATION: DELAWARE
Trust Digital, LLC		06/01/2004	LLC: VIRGINIA

RECEIVING PARTY DATA	
Name:	Core Capital Partners, L.P.
Street Address:	901 15th Street, N.W.
Internal Address:	Suite 950
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Avansis Ventures, LLC
Street Address:	12010 Sunset Hills Road
Internal Address:	Suite 900
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	LLC: DELAWARE

Name:	Avansis Parallel Ventures, LLC
Street Address:	12010 Sunset Hills Road
Internal Address:	Suite 900
City:	Reston
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	LLC: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
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900008936

TRADEMARK
REEL: 002868 FRAME: 0871

CH \$65.00 76446664

Serial Number:	76446664	PDADISCOVERY
Serial Number:	76446689	PDASCANNER

CORRESPONDENCE DATA

Fax Number: (703)456-8100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 703-456-8158
Email: mreetz@cooley.com
Correspondent Name: Melanie Reetz
Address Line 1: 11951 Freedom Drive
Address Line 2: 15th Floor
Address Line 4: Reston, VIRGINIA 20190

ATTORNEY DOCKET NUMBER:	304198100
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NAME OF SUBMITTER:	Melanie Reetz
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Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 1, 2004 by and between TD SECURITY, INC., a Delaware corporation ("*Parent Grantor*"), and its wholly-owned subsidiary, TRUST DIGITAL, LLC, a Virginia limited liability company ("*Subsidiary Grantor*," and together with Parent Grantor, "*Grantors*"), and the secured parties listed on the signature page hereof (the "*Secured Parties*").

RECITALS

A. The Secured Parties have made certain advances of money to Parent Grantor (the "*Loans*") in the amounts and manner set forth in those certain Secured Convertible Promissory Notes executed by Parent Grantor in favor of the Secured Parties (collectively, as the same may be amended, modified or supplemented from time to time, the "*Notes*") and that certain Note Purchase Agreement, of even date herewith, by and between Parent Grantor and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Purchase Agreement*"). The Secured Parties are willing to make the Loans to Parent Grantor, but only upon the condition, among others, that Grantors shall grant to the Secured Parties a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Parent Grantor under the Notes and Purchase Agreement.

B. Pursuant to the terms of that certain Security Agreement, of even date herewith, by and between Grantors and the Secured Parties (as the same may be amended, modified or supplemented from time to time, the "*Security Agreement*"), Grantors have granted to the Secured Parties a security interest in all of Grantors' right, title and interest in, to or under all of the Grantors' assets. All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Security Agreement.

AGREEMENT

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 Notes, the Purchase Agreement and the Security Agreement (collectively, the "*Loan Documents*"), Grantors hereby represent, warrant, covenant and agrees as follows:

To secure their obligations under the Loan Documents and under all other agreements now existing or hereafter arising between Grantors and the Secured Parties, Grantors grant and pledge to the Secured Parties a security interest in all of Grantors' right, title and interest in, to and under their Intellectual Property (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; *provided, however*, that such security interest shall not extend to "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use

Trademark Office or otherwise.

This security interest is granted in conjunction with the security interest granted to the Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties provided for herein or in the Security 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security 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 the Secured Parties, of any or all other rights, powers or remedies.

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

[SIGNATURE PAGE FOLLOWS]

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.

GRANTORS:

TD SECURITY, INC.,
a Delaware corporation

By: [Signature]

Print Name: Mike Shahbaz

Title: CTO

TRUST DIGITAL, LLC,
a Virginia limited liability company

By: [Signature]

Printed Name: Kevin Shahbaz

Title: Chairman and CEO

SECURED PARTIES:

CORE CAPITAL PARTNERS, L.P.

By: _____
Pascal Luck, Managing Director

AVANSIS VENTURES, LLC

By: _____
Laura L. Lukaczyk, Managing Member

AVANSIS PARALLEL VENTURES, LLC

By: _____
Laura L. Lukaczyk, Managing Member

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.

GRANTORS:

TD SECURITY, INC.,
a Delaware corporation

By: _____

Print Name: _____

Title: _____

TRUST DIGITAL, LLC.,
a Virginia limited liability company

By: _____

Printed Name: _____

Title: _____

SECURED PARTIES:

CORE CAPITAL PARTNERS, L.P.

By:  _____
Pascal Luck, Managing Director

AVANSIS VENTURES, LLC

By: _____
Laura L. Lukaczyk, Managing Member

AVANSIS PARALLEL VENTURES, LLC

By: _____
Laura L. Lukaczyk, Managing Member

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.

GRANTORS:

TD SECURITY, INC.,
a Delaware corporation

By: _____

Print Name: _____

Title: _____

TRUST DIGITAL, LLC.,
a Virginia limited liability company

By: _____

Printed Name: _____

Title: _____

SECURED PARTIES:

CORE CAPITAL PARTNERS, L.P.

By: _____
Pascal Luck, Managing Director

AVANSIS VENTURES, LLC

By: Laura L. Lukaczyk
Laura L. Lukaczyk, Managing Member

AVANSIS PARALLEL VENTURES, LLC

By: Laura L. Lukaczyk
Laura L. Lukaczyk, Managing Member

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
PDASecure: security software for Palm (held by Subsidiary Grantor).	TX-5-571-688	Registered: August 26, 2002

EXHIBIT B

PATENTS

Description	Registration/ Application Number	Registration/ Application Date
PCT International Application: "Enterprise-Wide Security System for Computer Devices" (held by Parent Grantor)	40732-192271	August 27, 2003

EXHIBIT C

TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
PDA Discovery (held by Subsidiary Grantor)	76/446,664	Filing Date: September 3, 2002 Registered Date: June 24, 2003
PDASCANNER (held by Subsidiary Grantor)	76/446,689	Filing Date: September 3, 2003

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