

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
LIQUID MACHINES, INC.		08/27/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	COMERICA BANK, successor in interest to Comerica Bank-California
Street Address:	2321 ROSECRANS AVE
Internal Address:	SUITE 500
City:	EL SEGUNDO
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	Michigan banking corporation:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78068986	OMNIVA
Serial Number:	78068888	OMNIVA

CORRESPONDENCE DATA	
Fax Number:	(858)677-1401
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	858-638-6717
Email:	eobrien@graycary.com
Correspondent Name:	Erin O'Brien
Address Line 1:	4365 Executive Drive
Address Line 2:	Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	12130,1090371-980200
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NAME OF SUBMITTER:	Erin O'Brien
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Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 27, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and LIQUID MACHINES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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 and Patents 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 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 Loan Agreement 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection with 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.

Address of Grantor:

10 Maguire Road, Suite 110
Lexington, MA 02421

Attn: Chief Executive Officer

GRANTOR:

LIQUID MACHINES, INC

By:  _____

Title: CEO _____

Address of Bank:

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

Attn: Manager

BANK:

COMERICA BANK-CALIFORNIA

By: _____

Title: _____

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:

LIQUID MACHINES, INC.

Address of Grantor:

10 Maguire Road, Suite 110
Lexington, MA 02421

Attn: Chief Executive Officer

By: _____

Title: _____

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

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

Attn: Manager

By: _____ 

Title: _____ VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
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EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method for protecting digital content from unauthorized use by automatically and dynamically integrating a content-protection agent	10/194,655	07/11/02
Method and systems for protecting software applications against static and dynamic software piracy techniques	10/197,063	07/16/02
Method and systems for protecting software applications against static and dynamic software piracy techniques (international)	PCT/US02/22694	07/17/02
Method for enforcing and managing usage rights of digital data objects in dynamic, distributed and collaborative contexts	60/475,109	06/02/03
Portion of a computer screen with icon image for policy settings	29/182,868	06/02/03
Controlling and tracking access to disseminated information	6,625,734	09/23/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Liquid Machines	78/253,240	05/22/03
Policy Droplet	78/253,246	05/22/03
Enabling Secure Business	78/253,250	05/22/03
(design only)	78/253,262	05/22/03
The Freedom of Security	78/401,589	04/01/04
OMNIVA (and design)	78/068,986	06/13/01
OMNIVA	78/068,888	06/13/01