

04-14-2004

*H/15/04*

FORM PTO-1594  
(Rev 5-93)



102720514

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

<p>1. Name of conveying party(ies): TRUSECURE CORPORATION <i>4.15.04</i></p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: DELAWARE Other:</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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</p> <p>Execution Date: June 26, 2002</p>	<p>2. Name and address of receiving party(ies): Name: COMERICA BANK, successor by merger to Comerica Bank-California Address: 9920 S. LA CIENEGA BLVD., SUITE 1401 City: INGLEWOOD State: CA Zip: 90301</p> <p>Individual(s) citizenship: Association: General Partnership: Limited Partnership: Corporation - State: Other: a Michigan banking corporation</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s) <u>76/385,976</u>	B. Trademark Registration No.(s) 2,789,509                      2,806,470
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: Erin O'Brien Internal Address: <b>GRAY CARY WARE &amp; FREIDENRICH</b> 4365 Executive Drive, Suite 1100 San Diego, California 92121-2133</p>	<p>6 Total number of applications and registrations involved: 3</p> <hr/> <p>7. Total fee (37 CFR 3.41) . . . . . \$90.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <hr/> <p>8. Deposit account number:  (Attach duplicate copy of this page if paying by deposit account)</p>
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**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.

<u>Erin O'Brien</u>	<i>Erin O'Brien</i>	<u>April 14, 2004</u>
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

04/15/2004 DBYRNE 00000050 76385976

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP

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1090371-989000

**TRADEMARK**  
**REEL: 002947 FRAME: 0253**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 26, 2002 by and between COMERICA BANK - CALIFORNIA ("*Bank*") and TRUSECURE CORPORATION, a Delaware corporation ("*Grantor*").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "*Loans*") to Grantor and TRUSECURE HOLDINGS, INC., a Delaware corporation, as co-borrower (collectively with Grantor, "*Borrowers*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrowers, 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.

B. Bank is willing to extend and to continue to extend financial accommodations to Borrowers, 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.

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 the Obligations 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 the Obligations, 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 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.

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:

13650 Dulles Technology Drive,  
Suite 500, Herndon, VA 20171-4602

Attn: James F. Murphy

GRANTOR:

TRUSECURE CORPORATION

By: 

Title: VP CFO

BANK:

COMERICA BANK - CALIFORNIA

By: 

Title: VP

Address of Bank:

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

Attn: Manager

EXHIBIT A  
COPYRIGHTS

Description	Registration Number	Registration Date
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None.

EXHIBIT B

PATENTS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Object-oriented method, system and medium for risk management by creating inter-dependency between objects, criteria and metrics	60/258877 10/032,610	1/02/2001
Object-oriented method, system and medium for risk management by creating inter-dependency between objects, criteria and metrics	TBA	1/02/2002
Object-oriented method, system and medium for risk management by creating inter-dependency between objects, criteria and metrics	TBA	1/02/2002  (USA and PCT)

## EXHIBIT C

## TRADEMARKS

Description	Registration/Serial Number	Registration/Filing Date
<b><u>UNITED STATES TRADEMARKS:</u></b>		
ICSA (Stylized)	SN 75/490,374	5/22/98
ICSA.NET	SN 75/731,561	6/16/99
INTERNET COMPUTER SECURITY ASSURANCE	SN 75/731,562	6/16/99
SECURITY SNAPSHOT	SN 75/914,250	2/9/00
SECURITY SNAPSHOT	SN 75/914,251	2/9/00
TRUSECURE AND DESIGN	SN 75/929,813	2/28/00
INTERNET COMPUTER SECURITY ASSURANCE	SN 75/979,893	6/16/99
TRUSECURE CORPORATION AND DESIGN	SN 76/167,753	11/17/00
ICSA LABS	SN 76/167,754	11/17/00
ICSA LABS	SN 76/167,757	11/17/00
TRUSECURE CERTIFIED AND DESIGN	SN 76/263,974	5/30/01
ICSA LABS CERTIFIED AND DESIGN	SN 76/264,248	5/30/01
TRUSECURE CERTIFIED AND DESIGN	SN 76/385,976	3/21/02
TRUSECURE CERTIFIED	SN 76/386,057	3/21/02
TRUSECURE	SN 78/070,173	6/20/01
TRUSECURE AND DESIGN	SN 78/070,177	6/20/01
MISCELLANEOUS DESIGN	SN 78/070,183	6/20/01
MISCELLANEOUS DESIGN	SN 78/070,186	6/20/01
TRUSECURE AND DESIGN	SN 78/070,192	6/20/01

Description	Registration/Serial Number	Registration/Filing Date
SHADOWGUARD	SN 78/112,280	3/4/02
CISO AND DESIGN	SN 78/134,535	6/10/02
ICSA AND DESIGN	RN 2,252,948 SN 75/401,669	Registered: 6/15/99 Filed: 12/8/97
INTERNATIONAL COMPUTER SECURITY ASSOCIATION	RN 2,304,939 SN 75/401,912	Registered: 12/28/99 Filed: 12/8/97
SECUREGUIDE	RN 2,334,026 SN 75/681,274	Registered: 3/21/00 Filed: 4/12/99
TRUSECURE	RN 2,379,026 SN 75/681,253	Registered: 8/22/00 Filed: 4/12/99
INFORMATION SECURITY	RN 2,424,199 SN 75/681,252	Registered: 1/23/01 Filed: 4/12/99
ICSA.NET	RN 2,446,271 SN 75/979,897	Registered: 4/24/01 Filed: 6/16/99
TRUSECURE AND DESIGN	RN 2,414,216 SN 75/929,810	Registered: 12/19/00 Filed: 2/28/00
NCSA	RN 1,887,562 SN 74/402,924	Registered: 4/4/95 Filed: 6/18/93
NATIONAL COMPUTER SECURITY ASSOCIATION	RN 1,910,910 SN 74/402,923	Registered: 8/8/95 Filed: 6/18/93
TRUSECURE CORPORATION AND DESIGN	SN 76/167,755	11/17/00

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Country</u>	<u>Registration/Filing Date</u>
<b><u>FOREIGN TRADEMARKS:</u></b>			
TRUSECURE	SN 2338653	Argentina	05/16/01
TRUSECURE	SN 2338654	Argentina	05/16/01
TRUSECURE	SN 875938	Australia	Registered: 10/11/01 Filed: 05/17/901
TRUSECURE	SN 823924920	Brazil	05/17/01
TRUSECURE	SN 823924939	Brazil	05/17/01
TRUSECURE	SN 528635	Chile	05/22/01
TRUSECURE	SN 528634	Chile	05/22/01
TRUSECURE	SN 2001083244	China	05/17/01
TRUSECURE	SN 2001083245	China	05/17/01
TRUSECURE	SN 002249373	Europe	05/17/01
TRUSECURE	SN 2001-3527	Guatemala	05/23/01
TRUSECURE	SN 2001-3529	Guatemala	05/23/01
TRUSECURE	SN 2001/07745	Hong Kong	05/16/01
TRUSECURE	SN 2001/07746	Hong Kong	05/16/01
TRUSECURE	SN 15971-6073	Indonesia	07/25/01
TRUSECURE	SN 15980-16082	Indonesia	07/25/01
TRUSECURE	SN 2001-44527	Japan	05/17/01
TRUSECURE	SN 2001-1747	Korea	05/17/01
TRUSECURE	SN 2001/07134	Malaysia	06/06/01
TRUSECURE	SN 2001/07135	Malaysia	06/06/01



Description	Registration/Serial Number	Country	Registration/Filing Date
TRUSECURE	SN 498817	Mexico	07/27/01
TRUSECURE	SN 498818	Mexico	07/27/01
TRUSECURE	SN 646455	New Zealand	10/03/01
TRUSECURE	SN 646456	New Zealand	10/03/01
TRUSECURE	SN T01/06829J	Singapore	05/16/01
TRUSECURE	SN T01/06830D	Singapore	05/16/01
TRUSECURE	SN 90/019614	Taiwan	05/17/01
TRUSECURE	SN 90/019615	Taiwan	05/17/01
TRUSECURE	SN 453485	Thailand	05/17/01
TRUSECURE	SN 453486	Thailand	05/17/01
ICSA LABS	SN 2338651	Argentina	05/16/01
ICSA LABS	SN 2338652	Argentina	05/16/01
ICSA LABS	SN 875937	Australia	05/17/901
ICSA LABS	SN 823924947	Brazil	05/17/01
ICSA LABS	SN 823924955	Brazil	05/17/01
ICSA LABS	SN 528357	Chile	05/17/01
ICSA LABS	SN 825358	Chile	05/17/01
ICSA LABS	SN 2001080566	China	05/17/01
ICSA LABS	SN 2001080567	China	05/17/01
ICSA LABS	SN 002249639	Europe	05/17/01
ICSA LABS	SN 2001-3241	Guatemala	05/16/01
ICSA LABS	SN 2001-3240	Guatemala	05/16/01
ICSA LABS	SN 2001-07748	Hong Kong	05/16/01

<b>Description</b>	<b>Registration/Serial Number</b>	<b>Country</b>	<b>Registration/Filing Date</b>
ICSA LABS	SN 2001-07747	Hong Kong	05/16/01
ICSA LABS	SN 10276-10338	Indonesia	05/17/01
ICSA LABS	SN 10276-10339	Indonesia	05/17/01
ICSA LABS	SN 2001-44528	Japan	05/17/01
ICSA LABS	SN 2001-1746	Korea	05/17/01
ICSA LABS	SN 2001-06201	Malaysia	05/17/01
ICSA LABS	SN 2001-06200	Malaysia	05/17/01
ICSA LABS	SN 485858	Mexico	05/17/01
ICSA LABS	SN 485859	Mexico	05/17/01
ICSA LABS	SN 637985	New Zealand	05/17/01
ICSA LABS	SN 637986	New Zealand	05/17/01
ICSA LABS	SN T01/06827D	Singapore	05/16/01
ICSA LABS	SN T01/06827B	Singapore	05/16/01
ICSA LABS	SN 90/019612	Taiwan	05/17/01
ICSA LABS	SN 90/019613	Taiwan	05/17/01
ICSA LABS	SN 453483	Thailand	05/17/01
ICSA LABS	SN 453484	Thailand	05/17/01

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TruSecure Certified	2,789,509	12/02/03
Intellished	2,806,470	01/20/04
TruSecure Certified	76/385,976	03/21/02