

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cryptek, Inc.		01/14/2005	Limited Liability Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Comerica Bank
<b>Street Address:</b>	333 W. Santa Clara Ave
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95113
<b>Entity Type:</b>	A Banking Corporation: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2669265	CRYPTTEK
Registration Number:	1680106	CRYPTTEK
Registration Number:	2672267	CRYPTTEK
Registration Number:	2727151	DIAMONDTEK
Registration Number:	2405011	DIAMONDCENTRAL
Registration Number:	2271565	TS-21 BLACKJACK
Registration Number:	2405013	DIAMONDMOBILE
Registration Number:	2405010	DIAMONDTEK ULTRA
Registration Number:	2405009	DIAMONDTEK PRO
Registration Number:	2405008	DIAMONDLAN
Registration Number:	2405012	DIAMONDNIC
Registration Number:	1552630	TSILENT

**CORRESPONDENCE DATA**

**CH \$315.00 2669265**

Fax Number: (313)496-8454  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: schultz@millercanfield.com  
Correspondent Name: Deborah Benedict  
Address Line 1: 150 West Jefferson Ave  
Address Line 2: Suite 2500  
Address Line 4: Detroit, MICHIGAN 48226

NAME OF SUBMITTER:	Deborah L. Benedict
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Signature:	/deborahlbenedict/
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Date:	02/25/2005
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Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 14, 2005 by and between COMERICA BANK ("Bank") and CRYPTTEK, INC., a Delaware corporation, formerly known as CRYPTTEK SECURE COMMUNICATIONS, LLC ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated 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).

B. 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.

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 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 Bank and Grantor, 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.

GRANTOR:

Address of Grantor:

1501 Moran Road  
Sterling, VA 20166

Attn: Charles R. Williams Jr.

CRYPTTEK, INC. a Delaware corporation

By: 

Charles R. Williams, Jr.

Title: Controller

BANK:

Address of Bank:

Comerica Bank  
Commercial Loan Services Department  
2321 Rosecrans Avenue  
El Segundo CA 90245

Attn: Loan Documentation

COMERICA BANK

By: 

Joseph Crayton

Title: Assistant Vice President

**EXHIBIT A**

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

## **EXHIBIT B**

### Patents

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Multi-Level Security Network	Pat# 6304973 Ref# P62141US0 Ser# 09/129879	10/16/2001  08/06/1998
Multi-Level Security Network	Ref# p62141US1 Ser# 09/933760	08/22/2001
Virtual Data Labeling System and Method	Ref# P66314US0 Ser# 60/294029	05/30/2001
Virtual Data Labeling System and Method	Ref# P66314US1 Ser# 10/157231	05/30/2002
Virtual Data Labeling with Policy Manager System and Method	Ref# P66314US2 Ser# 10/156805	05/30/2002
System Method for Implementing Functions That require encrypted data in a secure computer Network that requires end-to-end encryption and Data identifiers	Ref# P69285US0 Ser#60/519252	11/13/2003

### **EXPIRED**

Self-Aligning Print Head Assembly with Advanced Shield Characteristics	Pat# 4954839	09/04/1990
Shield Printed Circuit Board	Pat# 5043848	08/27/1991

## EXHIBIT C

### Trademarks

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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### UNREGISTERED

DiamondVPN  
DiamondPak  
DiamondAgent  
DiamondClient  
Diamond Pod  
Diamond VDL  
Virtual Data Labeling  
VDL  
Data Driven Access Control  
DDAC  
Dynamic Secure Virtual Networks  
DSVN  
Network Security From the Inside Out

### REGISTERED

Cryptek	2669265	12/31/2002
Cryptek	1680106	03/24/2002
Cryptek ( image)	2672267	01/07/2003
DiamondTeK	2727151	06/17/2003
DiamondCentral	2405011	11/21/2000
TS-21 BLACKJACK	2271565	08/14/1999
DiamondMobile	2405013	11/21/2000
DiamondTeK Ultra	2405010	11/21/2000
DiamondTeK Pro	2405009	11/21/2000
DiamondLAN	2405008	11/21/2000
DiamondNIC	2405012	11/21/2000
TSILENT	1552630	08/22/1989

### ABANDONED

DiamondLink	Ser# 75871116	03/24/2001
TRANSCRIPT	Ser# 73743443	05/29/1991
DiamondTeK Network Security Products	Ser# 75386243	09/18/2001

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