

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TD SECURITY, INC.		06/08/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CORE CAPITAL PARTNERS, L.P.
Street Address:	901 15TH STREET, N.W.
Internal Address:	9TH FLOOR
City:	WASHINGTON
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20005
Entity Type:	LIMITED PARTNERSHIP:

Name:	AVANSIS VENTURES, LLC
Street Address:	12010 SUNSET HILLS ROAD
Internal Address:	SUITE 900
City:	RESTON
State/Country:	VIRGINIA
Postal Code:	20190
Entity Type:	LTD LIAB JT ST CO:

Name:	AVANSIS PARALLEL VENTURES, LLC
Street Address:	12010 SUNSET HILLS ROAD
Internal Address:	SUITE 900
City:	WASHINGTON
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20190
Entity Type:	LTD LIAB JT ST CO:

PROPERTY NUMBERS Total: 2

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CH \$65.00 76446664

Property Type	Number	Word Mark
Serial Number:	76446664	PDADISCOVERY
Serial Number:	76446689	PDASCANNER

CORRESPONDENCE DATA

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

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	06/15/2005

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made and entered into as of June 8, 2005, by and among TD Security, Inc., a Delaware corporation (d/b/a/ Trust Digital, Inc.) (the "Debtor") and each of those persons and entities whose names are set forth on the Schedule of Purchasers attached hereto as Schedule 1 (which persons and entities are hereinafter collectively referred to as "Purchasers" or "Secured Parties" and each individually as a "Purchaser" or "Secured Party").

RECITALS

A. Debtor has issued to the Purchasers, one or more Secured Convertible Promissory Notes in an aggregate principal amount of \$300,000 (each, a "Note," and collectively, the "Notes") pursuant to the Note and Warrant Purchase Agreement of even date herewith, by and among Debtor and the Purchasers. Each Note provides that the obligations thereunder shall be secured by the security interest contemplated by this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations (as defined in the Security Agreement), Grantor hereby grants a security interest and mortgage to the Secured Parties, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for licenses granted by Grantor to its customers in the ordinary course of business;

(b) Except as set forth in the Schedule, Grantor's rights as a licensee of intellectual property do not give rise to more than five percent (5%) of its gross revenue in any given month, including without limitation revenue derived from the sale, licensing, rendering or disposition of any product or service;

(c) Performance of this Agreement does not conflict with or result in a breach of any agreement to which Grantor is party or by which Grantor is bound;

(d) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for licenses granted by Grantor in the ordinary course of business or as set forth in this Agreement;

(e) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(f) Grantor shall deliver to the Secured Parties within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Majority Purchasers (as defined in the Security Agreement), listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise the Secured Parties of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(g) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise the Secured Parties in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of the Majority Purchasers, which shall not be unreasonably withheld;

(h) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those-registerable intellectual property rights now owned or hereafter developed or acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such-intellectual property rights.

(i) Grantor shall promptly give the Secured Parties written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give the Secured Parties not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as the Majority Purchasers may reasonably request for the Secured Parties to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of the Majority Purchasers, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide the Secured Parties with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by the Majority Purchasers to be filed for the Secured Parties to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

(j) Each Secured Party may audit the Collateral to confirm compliance with this Section, provided such audit may not occur more often than twice per year, unless an Event of Default has occurred and is continuing.

(k) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of the Secured Parties a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Documents;

(l) All information heretofore, herein or hereafter supplied to the Secured Parties by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects;

(m) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without the Majority Purchasers' prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

(n) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify the Secured Parties in writing of any event that materially adversely affects the value of any Collateral, the ability of Grantor to dispose of any Collateral or the rights and remedies of the Secured Parties in relation thereto, including the levy of any legal process against any of the Collateral.

3. Secured Parties' Rights. The Secured Parties shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify the Secured Parties for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3. The security interests of the Secured Parties in the Collateral shall rank equally, notwithstanding the time of filing of their respective financing statements or other methods of perfection of such security interests. The Collateral shall be held for the ratable benefit of each Secured Party on a pari passu basis as security for the Obligations. Each Secured Party agrees that (a) any action to foreclose upon, collect, or dispose of all or any part of the Collateral may be taken by

any Secured Party only with the written consent of the Majority Purchasers, (b) any security interest or lien granted to any Secured Party with respect to the Collateral, or any part thereof, whether granted prior to, or on or after, the date of this Agreement, shall be deemed to be held by such Purchaser for the ratable benefit of all the Secured Parties pursuant to the terms of this Agreement, and (c) notwithstanding the relative priority or time of granting, creation, attachment or perfection under applicable law of any security interest or lien, if any, of any Secured Party, whether such security interest or lien shall arise now or hereafter be acquired, such security interest or lien shall be a security interest or lien in favor of all Secured Parties to secure the Obligations on a pari passu basis for the ratable benefit of the respective Secured Parties.

4. Inspection Rights. Grantor hereby grants to the Secured Parties and their respective employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold utilizing any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to Grantor and as often as may be reasonably requested.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by the Majority Purchasers, to perfect the Secured Parties' security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Secured Parties the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints the Majority Purchasers as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in the Majority Purchasers' discretion, to take any action and to execute any instrument which the Majority Purchasers may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of the Secured Parties or a third party to the extent permitted under the Virginia Uniform Commercial Code.

6. Events of Default. The occurrence of any of the following shall constitute an Event of Default under the Agreement:

(a) An Event of Default occurs under the Security Agreement, dated as of the date hereof, by and among the Debtor and the Secured Parties (the "Security Agreement"); or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

7. Remedies. Upon the occurrence and continuance of an Event of Default, the Secured Parties shall have the right to exercise all the remedies of a secured party under the Virginia Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which the Secured Parties have a security interest and to make it available to the Secured Parties at a place designated by the Majority Purchasers. Each Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit such Secured Party to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by each Secured Party in connection with the exercise of any of such Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of the Secured Parties' rights and remedies with respect to the Collateral shall be cumulative.

8. Indemnity. Grantor agrees to defend, indemnify and hold harmless the Secured Parties and their respective officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by the Secured Parties as a result of or in any way arising out of, following or consequential to transactions among the Secured Parties and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of the Secured Parties' gross negligence or willful misconduct.

9. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

10. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

11. Amendments. No provision of this Agreement may be amended, waived or modified or rights modified or released, other than by a document signed by Debtor and the Majority Purchasers.

12. Counterparts. 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.

13. Governing Law.

(a) This Agreement is governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia, without reference to the conflicts of law provisions thereof except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Virginia.

(b) Debtor and each Secured Party hereby (i) submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Virginia and the Federal courts of the United States sitting in the Commonwealth of Virginia for the purpose of any action or proceeding arising out of or relating to this Agreement or the other Loan Documents (as defined in the Security Agreement), (ii) agree that all claims in respect of any such action or proceeding may be heard and determined in such courts, (iii) irrevocably waive (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (iv) agree that a final judgment in any such action or proceeding shall be


conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

[signature page follows]

IN WITNESS WHEREOF, Debtor and Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

DEBTOR:

TD SECURITY, INC.

By: 
Print Name: MAGLIATO
Title: CEO

Address:

SECURED PARTIES:

CORE CAPITAL PARTNERS, LP

By: _____
Name: Pascal Luck
Title: Managing Director

AVANSIS VENTURES LLC

By: _____
Name: Laura L. Lukaczyk
Title: Managing Member

AVANSIS PARALLEL VENTURES LLC

By: _____
Name: Laura L. Lukaczyk
Title: Managing Member

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IN WITNESS WHEREOF, Debtor and Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

DEBTOR:

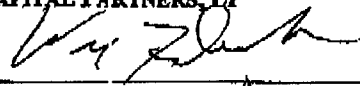
TD SECURITY, INC.

By: _____
Print Name: _____
Title: _____

Address:

SECURED PARTIES:

CORE CAPITAL PARTNERS, LP

By:  _____
Name: Pascal Lucif *w m Lucif*
Title: Managing Director

AVANSIS VENTURES LLC

By: _____
Name: Laura L. Lukaczyk
Title: Managing Member

AVANSIS PARALLEL VENTURES LLC

By: _____
Name: Laura L. Lukaczyk
Title: Managing Member

IN WITNESS WHEREOF, Debtor and Secured Parties have caused this Agreement to be executed by their authorized representatives as of the day and year first above written.

DEBTOR:

TD SECURITY, INC.

By: _____
Print Name: _____
Title: _____

Address:

SECURED PARTIES:

CORE CAPITAL PARTNERS, LP

By: _____
Name: Pascal Luck
Title: Managing Director

AVANSIS VENTURES LLC

By: Laura L. Lukaczyk
Name: Laura L. Lukaczyk
Title: Managing Member

AVANSIS PARALLEL VENTURES LLC

By: Laura L. Lukaczyk
Name: Laura L. Lukaczyk
Title: Managing Member

SCHEDULE 1

SCHEDULE OF PURCHASERS

NAME AND ADDRESS

CORE CAPITAL PARTNERS, LP

901 15th Street, N.W., 9th floor
Washington, DC 20005
Attn: Jagtar Narula

AVANSIS VENTURES LLC

12010 Sunset Hills Road
Suite 900
Reston, Virginia 20190
Attn: Laura L. Lukaczyk

AVANSIS PARALLEL VENTURES LLC

12010 Sunset Hills Road
Suite 900
Reston, Virginia 20190
Attn: Laura L. Lukaczyk

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
PDA Secure Various unregistered software related to software for mobile Enterprise Management	TX-5-571-688	August 26, 2002

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Application Date</u>
Patent #1 - Enterprise Wide Security System For Computer Devices	60/406.032	August 27, 2002
Patent #3 - Encryption For mobile data protection	60/656.541	Feb 28, 2005
Patent #2 – System and Method for enforcing a security policy on mobile devices using dynamically generated security profiles	60/531,668	Dec 23, 2003

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
PDA Discovery	76446664	Reg. Date: June 23, 2003
PDA Scanner	76446689	Filing Date: Sept 3, 2003