

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

#### 1. Name of conveying party(ies):

SECLARITY, INC.  
999 Baker Way  
Suite 400  
San Mateo, California 94404

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

#### 3. Nature of conveyance /Execution Date(s) :

Execution Date(s) as of April 22, 2005

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

#### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: BLUMBERG CAPITAL I, L.P.

Internal  
Address: Suite 101

Street Address: 580 Howard Street

City: San Francisco

State: California

Country: U.S.A.                              Zip: 94105

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship Delaware
- Corporation      Citizenship Utah
- Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

#### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)  
78/282,404; 78/491,805

B. Trademark Registration No.(s)  
2,916,195

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

#### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Roselia F. Maitland

Internal Address: Sonnenschein Nath & Rosenthal LLP

Street Address: P. O. Box 061080  
Wacker Drive Station - Sears Tower

City: Chicago

State: Illinois                              Zip: 60606-1080

Phone Number: 212-768-6700

Fax Number: 212-768-6800

Email Address: TRADEMARKS@SONNENSCHNEIN.COM

#### 6. Total number of applications and registrations involved:

3

#### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

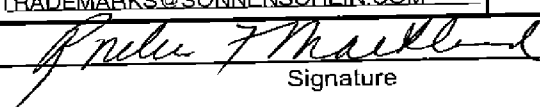
#### 8. Payment Information:

a. Credit Card      Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 193140

Authorized User Name Roselia F. Maitland

#### 9. Signature:



Signature

Roselia F. Maitland

Name of Person Signing

May 5, 2005

Date

Total number of pages including cover sheet, attachments, and document: 10

CH \$90.00 193140 78282404

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION COVER SHEET - TRADEMARKS ONLY (Page Two)ADDITIONAL NAMES AND ADDRESSES OF RECEIVING PARTIES

Name: BLUMBERG CAPITAL AFFILIATES I, L.P.  
Internal Address: Suite 101  
Street Address: 580 Howard Street  
City: San Francisco  
State: California  
Country: U.S.A.  
Zip: 94105  
Other: Limited Partnership                      Citizenship: Delaware

Name: CAIRN II, LLC  
Internal Address:  
Street Address: 560 Cielo Azul  
City: Corrales  
State: New Mexico  
Country: U.S.A.  
Zip: 87048  
Other: Limited Liability Company                      Citizenship: New Mexico

Name: MIDDLEFIELD VENTURES, INC.  
Internal Address: c/o Intel Corporation  
Street Address: 2200 Mission College Blvd.  
M/S RN6-46  
City: Santa Clara  
State: California  
Country: U.S.A.  
Zip: 95052  
Corporation Citizenship: Delaware

Name: VALLEY VENTURES III, L.P.  
Internal Address: Suite 705  
Street Address: 80 E. Rio Salado Parkway  
City: Tempe  
State: Arizona  
Country: U.S.A.  
Zip: 85281  
Other: Limited Partnership                      Citizenship: Delaware

TRADEMARK SECURITY AGREEMENT dated as of April 22, 2005 (this "Agreement"), among Seclarity, Inc., a Delaware corporation (the "Company"), and Blumberg Capital I, L.P., Blumberg Capital Affiliates I, L.P., Cairn II, LLC, Middlefield Ventures, Inc. and Valley Ventures III, L.P. (the "Secured Parties").

Pursuant to Senior Secured Convertible Promissory Notes in the aggregate principal amount of \$1,374,500, dated the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Secured Notes") issued by the Company in favor of the Secured Parties, the Secured Parties have agreed to advance \$1,374,500 to the Company.

In order to secure the full and punctual payment of the secured obligations in accordance with the terms under the Secured Notes and to secure the performance of the obligations of the Company thereunder (collectively, the "Secured Obligations"), the Company is required to execute and deliver this Agreement and to grant to the Secured Parties a continuing security interest in and to all of the Trademark Collateral (as defined below).

The Company has duly authorized the execution, delivery and performance of this Agreement.

#### AGREEMENTS

For good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make the loan to the Company pursuant to the Secured Notes, the parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Secured Notes.

Section 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Company does hereby mortgage, pledge and assign to the Secured Parties, and grant to the Secured Parties, a continuing security interest in, all of the following property (the "Trademark Collateral"), whether now or hereafter owned, acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, design marks, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including, without limitation, those referred to in Attachment 1 hereto;

- (b) all Trademark licenses;
- (c) all extensions or renewals of any of the items described in clause (a) above;
- (d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (c) above; and
- (e) all proceeds of, and rights associated with, the foregoing, including any, claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of the Company in the Trademark Collateral with the United States Patent and Trademark Office and corresponding trademark offices in other countries of world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Parties under the Secured Notes and the Security Agreement dated as of the date hereof by and among the Company and the Secured Parties. The Secured Notes (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. This Agreement shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Notes.

Section 4. Release of Security Interest. Upon payment in full, or conversion of, all Secured Obligations and the termination of all obligations under the Secured Notes, the Secured Parties shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

Section 5. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Secured Notes, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SECLARITY, INC.



By: \_\_\_\_\_  
Name: T. Paul Thomas  
Title: President

**SECURED PARTIES:**

**BLUMBERG CAPITAL I, L.P.**

By: Blumberg Capital Management, LLC,  
General Partner

By: \_\_\_\_\_  
Name: David J. Blumberg  
Title: Managing Partner  
Address: 580 Howard Street, Suite 101  
San Francisco, CA 94105

**BLUMBERG CAPITAL AFFILIATES I, L.P.**

By: Blumberg Capital Management, LLC,  
General Partner

By: \_\_\_\_\_  
Name: David J. Blumberg  
Title: Managing Partner  
Address: 580 Howard Street, Suite 101  
San Francisco, CA 94105

**CAIRN II, LLC**

By: \_\_\_\_\_  
Name: Gary Seaton  
Title: Managing Member  
Address: 560 Cielo Azul  
Corrales, NM 87048

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SECURITY, INC.

By: \_\_\_\_\_  
 Name: T. Paul Thomas  
 Title: President

**SECURED PARTIES:**

BLUMBERG CAPITAL I, L.P.

By: Blumberg Capital Management, LLC,  
 General Partner

By: David J. Blumberg  
 Name: David J. Blumberg  
 Title: Managing Partner  
 Address: 580 Howard Street, Suite 101  
 San Francisco, CA 94105

BLUMBERG CAPITAL AFFILIATES I, L.P.

By: Blumberg Capital Management, LLC,  
 General Partner

By: David J. Blumberg  
 Name: David J. Blumberg  
 Title: Managing Partner  
 Address: 580 Howard Street, Suite 101  
 San Francisco, CA 94105

CAIRN II, LLC

By: \_\_\_\_\_  
 Name: Gary Seaton  
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SECLARITY, INC.

By: \_\_\_\_\_  
Name: T. Paul Thomas  
Title: President

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By: Blumberg Capital Management, LLC,  
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Name: David J. Blumberg  
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CAIRN II, LLC

By: Gary Seaton  
Name: Gary Seaton  
Title: Managing Member  
Address: 560 Cielo Azul  
Corrales, NM 87048

APR-20-2005 15:02

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MIDDLEFIELD VENTURES, INC.

LEGAL OK  
RCS 4/20

LMS for  
T Smolyarski

By: *Ravi Jacob*

Name: *RAVI JACOB*  
Title: *VICE PRESIDENT & TREASURER*

Address: c/o Intel Corporation  
Attention: Intel Capital  
Portfolio Manager  
2200 Mission College Blvd,  
M/S RN6-46  
Santa Clara, CA 95052

VALLEY VENTURES III, L.P.

By: VV III Management, L.L.C.  
General Partner

By: \_\_\_\_\_

Name: Gregg E. Adkin  
Title: Managing Member  
Address: 80 E. Rio Salado Parkway, Suite 705  
Tempe, Arizona 85281

[Signature page to Trademark Security Agreement]

*SECURITY, INC*



MIDDLEFIELD VENTURES, INC.

By: \_\_\_\_\_

Name:

Title:

Address: c/o Intel Corporation  
Attention: Intel Capital  
Portfolio Manager  
2200 Mission College Blvd,  
M/S RN6-46  
Santa Clara, CA 95052

VALLEY VENTURES III, L.P.

By: VV III Management, L.L.C.  
General Partner

By:  \_\_\_\_\_

Name: Gregg E. Adkin

Title: Managing Member

Address: 80 E. Rio Salado Parkway, Suite 705  
Tempe, Arizona 85281

[Signature page to Trademark Security Agreement]

ATTACHMENT I

<u>Trademark</u>	<u>Country</u>	<u>Application/ Registration No.</u>	<u>Filing Date</u>	<u>Regis- tration Date</u>
<i>SECLARITY</i>	U.S.A.	Ser. No. 78282404	August 4, 2003	N/A
<i>SINIC</i>	U.S.A.	Reg. No. 2916195	August 4, 2003	January 4, 2005
<i>PKI BY SCREWDRIVER</i>	U.S.A.	Ser. No. 78491805	September 29, 2004	N/A