

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SECLARITY, INC.		10/28/2005	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BLUMBERG CAPITAL I, L.P.
<b>Street Address:</b>	580 Howard Street
<b>Internal Address:</b>	Suite 101
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94105
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	BLUMBERG CAPITAL AFFILIATES I, L.P.
<b>Street Address:</b>	580 Howard Street
<b>Internal Address:</b>	Suite 101
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94105
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	VALLEY VENTURES III, L.P.
<b>Street Address:</b>	80 E. Rio Salado Parkway
<b>Internal Address:</b>	Suite 705
<b>City:</b>	Tempe
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85281
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE
<b>Name:</b>	CAIRN II, LLC
<b>Street Address:</b>	560 Cielo Azul

OP \$90.00 78282404

City:	Corrales
State/Country:	NEW MEXICO
Postal Code:	87048
Entity Type:	LIMITED LIABILITY COMPANY: NEW MEXICO

Name:	MIDDLEFIELD VENTURES, INC.
Street Address:	2200 Mission College Blvd., M/S RN6-46
Internal Address:	c/o Intel Corporation
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95052
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78282404	SECLARITY
Registration Number:	2916195	SINIC
Serial Number:	78491805	PKI BY SCREWDRIVER

CORRESPONDENCE DATA

Fax Number: (212)768-6800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-768-6700  
 Email: trademarks@sonnenschein.com  
 Correspondent Name: David J. Papier, Esq.  
 Address Line 1: Wacker Drive Station - Sears Tower  
 Address Line 2: P. O. Box 061080  
 Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER:	810210-0002-TMS-R7M
NAME OF SUBMITTER:	David J. Papier
Signature:	/davidjpapier/
Date:	12/01/2005

Total Attachments: 4  
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**AMENDMENT NO. 1 TO  
TRADEMARK SECURITY AGREEMENT**

October ~~28~~, 2005

Pursuant to Section 21 of the Security Agreement, dated as of April 22, 2005, by and among Seclarity, Inc., a Delaware corporation (the "**Company**") and the Secured Parties (as defined therein), the Company and the Requisite Secured Parties (as defined therein) hereby agree to amend the Trademark Security Agreement, dated as of April 22, 2005 (the "**Agreement**"), by and among the Company and the Secured Parties as follows:

1. Amendment. The definition of "**Secured Notes**" set forth in the first paragraph of the Agreement shall mean, for all purposes under the Agreement, (i) the Senior Secured Convertible Promissory Notes in the aggregate principal amount of \$1,374,500 dated April 22, 2005 and (ii) the Senior Secured Convertible Promissory Notes in the aggregate principal amount of up to \$500,000 dated the date hereof and November 2005 (if any), together with all amendments and other modifications, if any, from time to time thereafter made thereto, issued by the Company in favor of the Requisite Secured Parties and other Secured Parties, as applicable.

2. Ratification. The Agreement is hereby ratified and confirmed in all other respects.

3. Counterparts. This Amendment No. 1 to Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Trademark Security Agreement as of the date 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

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. 1 to Trademark Security Agreement as of the date 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: David J. Blumberg  
Name: David J. Blumberg  
Title: Managing Partner  
Address: 580 Howard Street, Suite 101  
San Francisco, CA 94105

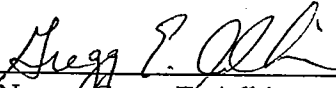
BLUMBERG CAPITAL AFFILIATES I, L.P.

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

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