

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
Integrian, Inc.		12/01/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Intersouth Partners VI, L.P. as Lender Representative
Street Address:	406 Blackwell Street
Internal Address:	Suite 200
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27701
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2575413	INTEGRIAN
Serial Number:	78631805	INTEGRIAN
Serial Number:	78611175	MOBILE ANALYTICS PLATFORM
Serial Number:	78610992	MOBILE ANALYTICS
Serial Number:	78587131	TRANSITCAM
Serial Number:	78570341	INFOBUS
Registration Number:	2782772	DATATALKER
Registration Number:	2854763	DIGITALINVESTIGATOR
Registration Number:	2848992	DIGITALMEDIC
Registration Number:	2660598	DIGITALPATROLLER
Registration Number:	2797175	DPFINDER
Registration Number:	2696458	PIXLINK

CORRESPONDENCE DATA

900037815

**TRADEMARK
 REEL: 003209 FRAME: 0685**

OP \$315.00 2575413

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-781-4000
Email: rjones@wyrick.com
Correspondent Name: Robert T. Jones, Jr., Paralegal
Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	16041.09
NAME OF SUBMITTER:	Robert T. Jones, Jr.
Signature:	/rtj/
Date:	12/14/2005

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "*Agreement*"), dated as of December 1, 2005, is hereby entered into by and among Integrian, Inc., a Delaware corporation (the "*Borrower*"), the purchasers set forth on Exhibit A to that certain Note and Warrant Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") (each, a "*Lender*" and sometimes collectively referred to herein as the "*Lenders*"), and Intersouth Partners VI, L.P., as the representative of the Lenders (the "*Lender Representative*").

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the "*Loan*"), which Loan shall be evidenced by Convertible Secured Promissory Notes (the "*Notes*") issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the "*Collateral*"), executed in connection with the Loan and dated as of the date hereof (the "*Security Agreement*"); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Secured Obligations. This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees if collected by or through an attorney-at-law (collectively the "*Secured Obligations*"); provided, however, that "Secured Obligations" shall not include any obligations of Borrower to any Lender in its capacity, as a holder of any of Borrower's capital stock.

2. Security Interest. As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "*Intellectual Property*" shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on Schedule A attached hereto, all

amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

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

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Company's capital stock pursuant to the terms of such Notes.

4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment. This Agreement may be amended only in a writing signed by both Borrower and the Lender Representative, and any amendment so effected shall be binding upon Borrower and each of the Lenders.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER: INTEGRARIAN, INC.

By: Alger L. Faber
Name: ALGER L. FABER
Title: CHIEF FINANCIAL OFFICER

LENDER REPRESENTATIVE: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

By: _____
Name: _____
Title: _____

LENDERS: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

By: _____
Name: _____
Title: _____

POLARIS VENTURE PARTNERS IV, L.P.

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

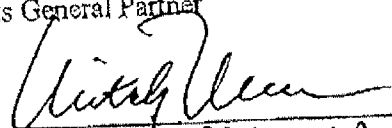
This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER: INTEGRIAN, INC.

By: _____
Name: _____
Title: _____

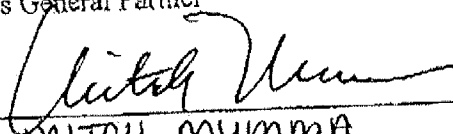
LENDER REPRESENTATIVE: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

By: 
Name: MITCH MUMMA
Title: MEMBER MANAGER

LENDERS: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

By: 
Name: MITCH MUMMA
Title: MEMBER MANAGER

POLARIS VENTURE PARTNERS IV, L.P.

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER: **INTEGRIAN, INC.**

By: _____

Name: _____

Title: _____

LENDER REPRESENTATIVE: **INTERSOUTH PARTNERS VI, L.P.**

By: Intersouth Associates VI, LLC,
its General Partner

By: _____

Name: _____

Title: Member, acting pursuant to Power of Attorney

LENDERS: **INTERSOUTH PARTNERS VI, L.P.**

By: Intersouth Associates VI, LLC,
its General Partner

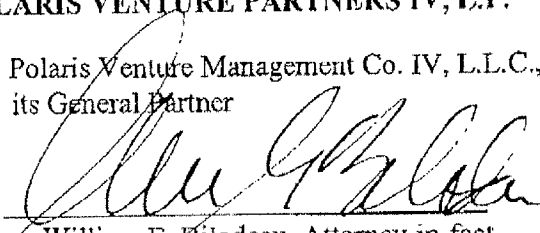
By: _____

Name: _____

Title: Member, acting pursuant to Power of Attorney

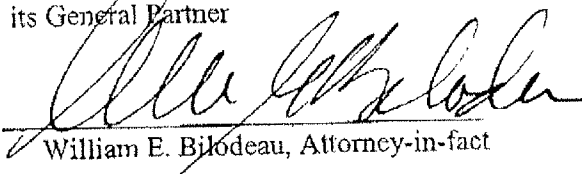
POLARIS VENTURE PARTNERS IV, L.P.

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: 
William E. Bilodeau, Attorney-in-fact

**POLARIS VENTURE PARTNERS
ENTREPRENEURS' FUND IV, L.P.**

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: 
William E. Bilodeau, Attorney-in-fact

WAKEFIELD GROUP III, LLC

By: _____
Name: _____
Title: _____

DOW EMPLOYEES' PENSION PLAN

By: Diamond Capital Management Inc., Its Agent

By: _____
Name: _____
Title: _____

UNION CARBIDE EMPLOYEES' PENSION PLAN

By: Diamond Capital Management Inc., Its Agent

By: _____
Name: _____
Title: _____



**POLARIS VENTURE PARTNERS
ENTREPRENEURS' FUND IV, L.P.**

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

WAKEFIELD GROUP III, LLC

By: Steve Nelson
Name: Steve Nelson
Title: Managing Director

DOW EMPLOYEES' PENSION PLAN

By: Diamond Capital Management Inc., Its Agent

By: _____
Name: _____
Title: _____

UNION CARBIDE EMPLOYEES' PENSION PLAN

By: Diamond Capital Management Inc., Its Agent

By: _____
Name: _____
Title: _____

**POLARIS VENTURE PARTNERS
ENTREPRENEURS' FUND IV, L.P.**

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

WAKEFIELD GROUP III, LLC

By: _____
Name: _____
Title: _____

DOW EMPLOYEES' PENSION PLAN

By: Diamond Capital Management Inc., Its Agent

By: _____
Name: Guido van Drunen
Title: Director, Alternative Investments

UNION CARBIDE EMPLOYEES' PENSION PLAN

By: Diamond Capital Management Inc., Its Agent

By: _____
Name: Guido van Drunen
Title: Director, Alternative Investments

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks and Service Marks:

Mark	Status	Appl. Ser. No. Reg. No.	Filing Date Reg. Date
INTEGRIAN (and design)	Registered	76098729 2575413	July 31, 2000 June 4, 2002
INTEGRIAN	Pending	78631805	May 17, 2005
MOBILE ANALYTICS PLATFORM		78611175	April 18, 2005
MOBILE ANALYTICS	Pending	78610992	April 18, 2005
TRANSITCAM	Pending	78587131	March 15, 2005
INFOBUS	Pending	78570341	February 18, 2005
DATATALKER	Registered	76365074 2782772	November 11, 2003
DIGITAL INVESTIGATOR	Registered	76487733 2854763	June 15, 2004
DIGITAL MEDIC	Registered	76487734 2848992	June 1, 2004
DIGITAL PATROLLER	Registered	76250925 2660598	December 10, 2002
DPFINDER	Registered	76478879 2797175	December 23, 2003
PIXLINK	Registered	76254842 2696458	March 11, 2003
INTEGRIAN (and design)	Abandoned	76098727	July 31, 2000
INTEGRIAN	Abandoned	76098725	July 31, 2000

DIGITAL PATROL	Abandoned	78159734	August 30, 2002
INTEGRIAN (and design)	Abandoned	76098727	July 31, 2000
(logo design only)	Abandoned	76098730	July 31, 2000

Patents:

Type: U.S. Patent 6,831,556	Status: Granted	File No. 09/855,653
Title: Composite Mobile Digital Information System		
Description: Fundamental patent in the mobile digital video recording market covering recording, playing and streaming video, audio and data in an integrated stream. Includes critical IP for wireless video streaming for public safety.		
Comments: Filed May 16, 2001		

Type: U.S. Patent 6,967,833	Status: Granted	File No. 10/464,558
Title: Protective Apparatus for Sensitive Components		
Description: Design patent for environmental hardening of mobile computing and recording equipment (shock, vibration and temperature).		
Comments: Filed June 19, 2003 / Notice of Award - June 20, 2005 / US-2004-0070926A1		

Type: Non-provisional Patent Application	Status: Response to first Office Action filed on August 5, 2005	File No. 10/217,476
Title: Data Enabled Wireless Microphone		
Description: Design patent for digital wireless microphone system with telemetry and status features.		
Comments: Filed August, 14, 2002 / Not Currently Published		

Type: Divisional Application of 09/855,653	Status: Pending Office Action	File No. 10/843,457
Title: Composite Mobile Digital Information System		
Description: Broadens applicability of original patent to include claims on device for automatic control of camera to track movement of an object.		
Comments: Filed May 12, 2004 / Not Currently Published		

Type: Divisional Application of 09/855,653	Status: Pending Office Action	File No. 10/951,711
Title: Composite Mobile Digital Information System		
Description: Broadens applicability of original patent to include claims on embedded searchable index in integrated stream and pre-event buffer.		
Comments: Filed September 29, 2004 / Not Currently Published		

Type: Non-Provisional Patent Application	Status: Pending Office Action. Published US-2005-0100329	File No. 10/703,258
Title: Mobile and Vehicle-Based Digital Video System		
Description: A mobile digital video system for recording and storing digital audio, video and other data without the use of magnetic tape; with a specific method of content classification; specific method of transferring video files including wireless; a specific mechanical design with a docking mechanism and latching handle; a specific method of capturing still images from the video files; a specific method of making individual files for each recording; a specific method of interacting with and controlling peripheral equipment; embedded applications which can process the video information stream for objects within the video such as license plates; a video buffer which can be overwritten.		
Comments: U.S. Provisional Application No. US 60/391,676 filed on November 8, 2002. Patent Application filed on November 7, 2003. Patent Application offers potential for multiple "continuation-in-part applications.		

Type: Non-Provisional Patent Application	Status: Pending Office Action. Published US-2005-0099498	File No. 10/704,046
Title: Digital Video System – Intelligent Information Management System		
Description: Certain techniques associated with the capture, attribution, transfer, storage, retention, management and deletion of audio and video information that has been collected by a mobile digital recording device; a specific method of content classification and attribution; a specific method of effective management of storage equipment; a specific method of bookmarking events; a specific method of authenticating successful transfer of video files from the mobile device; a specific method of assigning a device to a user; a specific method for activating features; a specific method of creating and maintaining history logs of each individual video file.		
Comments: U.S. Provisional Application No. US 60/319,686 filed on November 11, 2002. Patent Application filed on November 7, 2003. Patent Application offers potential for multiple “continuation-in-part applications.		

Type: Non-Provisional Patent Application	Status: Pending Office Action.	File No. 60/685,794
Title: Wireless Microphone for Public Safety Use		
Description: A wireless microphone that transmits audio information in real-time to an in-vehicle transceiver when in range, and stores this audio information to internal memory when out of range. The audio information stored when out of range is later downloaded to the in-vehicle transceiver when the microphone is within range once again and the downloaded audio information is synchronized to other information, primarily video, through the use of randomly generated synchronization codes embedded within the stored audio data.		
Comments: U.S. Provisional Application No. US 60/685,794 filed on May 31, 2005. Non-Provisional filed on October 31, 2005.		

Type: Provisional Patent Application	Status: No Action	File No. 60/707,523
Title: Improved Mobile Digital Video Recording System		
Description: The Improved Mobile Digital Video Recording System, or TransitCAM system, consists of the Mobile Digital Video Recorder and all components and processes necessary to support recording an integrated data stream composed of audio, video, transaction data, and meta-data in a hi-quality format. The system and computer process captures, synchronizes, stores and provides easy retrieval for an integrated data stream containing captured information in and proximate to mass transit vehicles such as a bus, train, subway, or any other high capacity mass transit platform. Additionally, the system provides access to maintenance and event information to assist in keeping the vehicle platform operationally sound and safe to use.		
Comments: U.S. Provisional Application No. US 60/707,523 Filed August 12, 2005		

Type: Provisional Patent Application	Status: No Action	File No. 60/709,111
Title: High Resolution Pre-Event Record		
Description: The High Resolution Pre-Event Record system is an innovative means for collecting audio, video, transactional data, and meta-data in a mobile vehicle platform and continuously recording this information stream to a high-capacity storage device at different levels of data resolution based upon the status of a trigger event. The occurrence of a trigger event will cause the system to store higher resolution data to an on-board high-capacity storage device prepended by a configurable amount of high resolution data previously recorded into a pre-event data buffer. The data stream may later be downloaded to an external storage device for future review and analysis.		
Comments: U.S. Provisional Application No. US (N/A) Filed August 17, 2005. This application is a continuation-in-part application from copending application 10/703,258 (shown above).		

Type: Provisional Patent Application	Status: Preliminary	File No. 60/711,688
Title: Video Quick Zoom and Autofocus for Officer Safety		
Description: Video capture of an image, such as a license plate, at the moment of greatest danger for a patrol officer, which occurs as the officer is exiting his/her vehicle. This system automatically zooms the camera focus on an object in front of the camera and enhances the image to reduce effects such as light scattering off of a reflecting surface, like that on a license plate. This feature allows an officer to concentrate attention upon the occupants of a stopped car as the system automatically gathers critical evidentiary data.		
Comments: U.S. Provision Application No US (N/A) Filed August 26, 2005. This application is a continuation-in-part application from co-pending application 10/703,258 (shown above).		

Type: Provisional Patent Application	Status: Preliminary	File No. TBD
Title: Audio to Video Synchronization via Time Stamping		
Description: This is a method for synchronization of recorded audio data to video data in distributed parts of a combined media system. This synchronization can be used to alleviate latent delays, compensate for loss of communication (extended latency), or compensate for data received out of order. This method can be applied where audio data is compressed in real-time and sent over a radio link to a receiver, which then forwards the digital audio to a Mobile Digital Video Recorder. The received audio data is then correctly matched and synchronized with existing video data through the mechanism of encoded data matching.		
Comments: Filing Target is 1Q/2006. This application is a continuation-in-part of copending application 60/685,794 filed May 31, 2005.		

Type: Provisional Patent Application	Status: Preliminary	File No. TBD
Title: TransitCAM Video Management Server system		
Description: This is a method and system for managing the metadata, configuration, data handling, and user interface functions of the TransitCAM Improved Mobile Digital Video Recording system. This invention provides innovative management means for data transfer and storage from a vehicle based Digital Video Recorder, as well as integration and management for the combined system.		
Comments: Filing Target is 4Q/2005. This application is a continuation-in-part of copending application 10/704,046 filed November 11, 2002.		

Type: Provisional Patent Application	Status: Preliminary	File No. TBD
Title: TransitCAM Analytics management system		
Description: This invention is an innovative method and system for constructing, utilizing, and managing metadata and analytics in the TransitCAM mobile digital video recorder system. Innovations include means for recognizing and acting upon events identified from active video streams based upon rules established and maintained within the database.		
Comments: Filing Target is 4Q/2005. This application is a continuation-in-part of copending application 10/703,258 filed November 7, 2003.		

Type: Provisional Patent Application	Status: Preliminary	File No. 60/720,647
Title: Sensor Activation of Wireless Microphone		
Description: This invention is an innovative system and method for activating a standalone wireless microphone based upon identified trigger event points initialized by from external sensors that have met or exceeded pre-established threshold levels.		
Comments: This application is a continuation-in-part of copending application 60/685,794 filed May 31,		

2005. Provisional application filed September 26, 2005.

Type: Provisional Patent Application	Status: Preliminary	File No. 60/723,956
Title: New Driver Route Familiarization		
Description: This invention is a system and method for live, on-board training of drivers of mass transit vehicles utilizing annotated video from on-board video cameras installed within the mass transit vehicles. The innovation takes advantage of having an annotated video datafile for display to a driver in real-time as the driver is negotiating the pre-recorded route for a quicker, more accurate training experience.		
Comments: This application is a continuation-in-part of copending application 60/707, 523 filed August 12, 2005. Provisional application filed October 6, 2005.		

Type: Provisional Patent Application	Status: Preliminary	File No. TBD
Title: Rack Mount Mechanical Latching System		
Description: This invention is an innovative apparatus and system for protecting a connector on the back of the portable digital video recorder and reliably securing the digital video recorder into a rack for download of all information on the digital video recorder. The connector protection takes advantage of utilizing the motion of placing the digital video recorder into the rack to relocate a connector cover plate, and using an innovative spring tension device to secure the digital video recorder against accidental removal prior to the conclusion of data transfer activity.		
Comments: Provisional patent application target is 1Q/2006.		

Type: Provisional Patent Application	Status: Preliminary	File No. TBD
Title: Vehicle Camera Lens Water removal		
Description: This invention is a simple, innovative apparatus for redirecting air generated by the forward motion of a vehicle across the lens of a camera to maintain a dry, non-occluded camera lens for detailed and high-quality video recording by the camera.		
Comments: Filing Target is 1Q/2006.		