

**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>
NFR SECURITY, INC. (via Change of Name, recorded at reel 3327/frame 0393)		06/13/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054-1191		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2255252	NFR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-885-3697		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Anne E. Yates		
<b>Address Line 1:</b>	600 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Troutman Sanders LLP - Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.479		
<b>NAME OF SUBMITTER:</b>	Anne E. Yates		
<b>Signature:</b>	/aey/		

OP \$40.00 2255252

Date:

06/21/2006

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 13, 2006 by and between SILICON VALLEY BANK ("Bank") and NFR SECURITY, INC. ("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 Loan and Security Agreement by and between Bank and Grantor dated June 27, 2005 (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. Borrower has proposed to enter into a Purchase Agreement (the "Purchase Agreement"), by and between Borrower and the investors named therein (the "Creditors"), pursuant to which the Creditors may extend credit to Borrower from time-to-time, which credit may be secured by all of Borrower's assets pursuant to a Pledge and Security Agreement by and between Borrower and Lazard Technology Partners II, LP, as collateral agent for the Creditors, dated as of June 13, 2006 ("Security Agreement").

C. Bank is willing to consent to the Purchase Agreement, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in all of its Intellectual Property (as defined in the Loan Agreement) to secure the obligations of Grantor under the Loan Agreement.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, 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 Exhibits 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.

*[SIGNATURES APPEAR ON THE FOLLOWING PAGE]*

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:

NFR SECURITY, INC.

5 Choke Cherry Road, Suite 200  
Rockville Maryland 20850

By: 

Title: CEO

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

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

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

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:

NFR SECURITY, INC.

5 Choke Cherry Road, Suite 200  
Rockville Maryland 20850

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

Title: \_\_\_\_\_

Attn: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: J. W. [Signature]

Title: RELATIONSHIP MANAGER

Attn: \_\_\_\_\_

**EXHIBIT A**

Copyrights

<u>Title</u>	<u>Owner</u>	<u>Registration/ Application Date</u>
Sentivist IDS Sensors	NFR Security, Inc.	Not Registered
Sentivist Enterprise Console v4.14	NFR Security, Inc.	Not Registered
Sentivist Administration Interface v4.14	NFR Security, Inc.	Not Registered
Sentivist Server v4.14	NFR Security, Inc.	Not Registered
Sentivist IPS SmartSensors	NFR Security, Inc.	Not Registered

**EXHIBIT B**

Patents

<u>Title</u>	<u>Owner</u>	<u>Patent/Application Number (Publication Number)</u>	<u>Security Interest</u>
Intrusion Management System and Method For Providing Dynamically Scaled Confidence Level of Attack Detection	NFR Security, Inc.	11/178,585 (20060037078)	None
Adaptive Feedback Security System and Method	NFR Security, Inc.	6,530,024	None

**EXHIBIT C**

Trademarks

<u>Mark</u>	<u>Status</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>	<u>Owner</u>	<u>Security Interest</u>
(NFR)(SECURITY) Stylized	Registered	3044055	01/17/2006	NFR Security, Inc.	None recorded
SENTIVIST	Registered	2973496	07/19/2005	NFR Security, Inc.	None recorded
NFR	Registered	2255252	06/22/1999	Network Flight Recorder, Inc.	None recorded
NETWORK FLIGHT RECORDER	Pending- allowed	76/611597	09/10/2004	NFR Security, Inc.	None recorded
NFR	Cancelled	2273832	08/31/1999	Network Flight Recorder, Inc.	None recorded
NETWORK FLIGHT RECORDER	Cancelled	2182013	08/18/1998	Network Flight Recorder, Inc.	None recorded
DIALUP DETECTOR	Abandoned	76/050323	05/17/2000	Network Flight Recorder, Inc.	None recorded
LOGSAFE	Abandoned	76/038262	05/02/2000	Network Flight Recorder, Inc.	None recorded