

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 3 to Trademark Security Agreement
EFFECTIVE DATE:	10/31/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SECLARITY, INC.		10/31/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BLUMBERG CAPITAL, I, L.P.
Street Address:	580 Howard Street
Internal Address:	Suite 101
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	BLUMBERG CAPITAL AFFILIATES I, L.P.
Street Address:	580 Howard Street
Internal Address:	Suite 101
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

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: CALIFORNIA

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Name:	CAIRN II, LLC
Street Address:	560 Cielo Azul
City:	Corrales
State/Country:	NEW MEXICO
Postal Code:	87048
Entity Type:	LIMITED LIABILITY COMPANY: NEW MEXICO

Name:	VALLEY VENTURES III, L.P.
Street Address:	80 E. Rio Salado Parkway
Internal Address:	Suite 705
City:	Tempe
State/Country:	ARIZONA
Postal Code:	85281
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

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

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.; c/o Sonnenschein
 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:	81000210-0002-R7M
NAME OF SUBMITTER:	David J. Papier
Signature:	/David J. Papier/
Date:	11/06/2006

Total Attachments: 4
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**AMENDMENT NO. 3 TO
TRADEMARK SECURITY AGREEMENT**

October 31, 2006

Pursuant to Section 21 of the Security Agreement, dated as of April 22, 2005, as amended October 28, 2005 and April 5, 2006, 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, as amended October 28, 2005 and April 5, 2006 (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, (ii) the Senior Secured Convertible Promissory Notes in the aggregate principal amount of \$371,000 dated October 28, 2005, (iii) the Senior Secured Convertible Promissory Notes in the aggregate principal amount of \$50,000 dated April 5, 2006 and (iv) the Senior Secured Convertible Promissory Notes in the aggregate principal amount of \$50,000 dated the date hereof, 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. 3 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. 3 to Trademark Security Agreement as of the date first above written.

SECLARITY, INC.

By: William Wilson
Name: William Wilson
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. 3 to Trademark Security Agreement as of the date first above written.

SECLARITY, INC.

By: _____

Name: William Wilson

Title: President

SECURED PARTIES:

BLUMBERG CAPITAL I, L.P.

By: Blumberg Capital Management, LLC,
General Partner

By:  _____

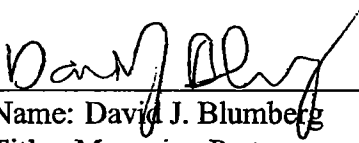
Name: David J. Blumberg

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

VALLEY VENTURES III, L.P.

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

By: Gregg E. Adkin

Name: Gregg E. Adkin

Title: Managing Member

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