

11-13-2006



Form PTO-1594 (rev 06/04)

IEET

U. S. Department of Commerce Patent and Trademark Office

103335548

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

11-7-06

1. Name of conveying party(ies)/Execution Date(s):

L-1 Identity Solutions, Inc.

Individual(s) Association
General Partnership Limited Partnership
[X] Corporation
Other

Citizenship Delaware

Execution Date(s) October 19, 2006

Additional name(s) of conveying party(ies) attached? [X] Yes [] No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? [] Yes [X] No

Name: Bank of America, N.A.

Internal Address:

Street Address: 231 South LaSalle Street

City: Chicago

State: Illinois

Country: USA Zip: 60697

Association - Citizenship

General Partnership - Citizenship

Limited Partnership - Citizenship

Corporation - Citizenship

[X] Other National Banking Association
Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached [] Yes [] No.

3. Nature of conveyance:

Assignment Merger
[X] Security Agreement Change of Name
Government Interest Assignment
Other

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

78920399 75839197
78920309 75709502
78920305 78904705
78921491
78359685

B. Trademark Registration No(s).

2031472 2603881 3006956
2177222 2608469 2834492
2382994 2879822 2864965
2520387 2948340 2571430
2513999 2882046 2335600

Additional numbers attached? [X] Yes [] No

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

Andrew Strobert, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3272
Fax: (917) 777-3272
astrober@skadden.com

6. Total number of applications and registrations involved:

77

7. Total fee (37 CFR 1.21(h) and 3.41) \$ 1940

[X] All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 074000/0708)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Evans Richardson

9. Signature.

[Handwritten Signature]

Signature

Andrew Strobert, Esq.

Name of Person Signing

October 30, 2006

Date

Total number of pages including cover sheet, and documents:

#117

Continuation of Item 1

Name of conveying party(ies)/Execution Date(s):

Imaging Automation, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) October 19, 2006

Trans Digital Technologies Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) October 19, 2006

IBT Acquisition, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Limited Liability Company

Citizenship Delaware

Execution Date(s) October 19, 2006

Iridian Technologies, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) October 19, 2006

Continuation of Item 1

Name of conveying party(ies)/Execution Date(s):

Identix Incorporated

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) October 19, 2006

Identix Identification Services, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Limited Liability Company

Citizenship Delaware

Execution Date(s) October 19, 2006

Integrated Biometric Technology, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Limited Liability Company

Citizenship Florida

Execution Date(s) October 19, 2006

Securimetrics, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship California

Execution Date(s) October 19, 2006

Continuation of Item 4A and 4B

Additional Trademark Registration Nos.

2629662	2467021	2513827
2924105	2978202	2551378
2705478	2867817	2972661
2858788	2952985	2919695
2634834	2538893	2705479
2934108	2488348	2552985
2462080	2476312	2480495
2571986	2363792	2016085
2207942	2770812	2053630
2381293	2410969	2293862
2425102	2513388	2669587
2595419	2492884	2705017
2255132	1983014	1983038
2302544	2377884	2440052
2576786	2646711	2643924
2525177	2762170	2602449
2684378	2669905	2664167
3090619	2896235	3006308

**AMENDED AND RESTATED
SECURITY AGREEMENT**

THIS AMENDED AND RESTATED SECURITY AGREEMENT (this "Security Agreement") is made and entered into as of October 19, 2006 by L-1 **IDENTITY SOLUTIONS, INC.**, a Delaware corporation (the "Borrower" and a "Grantor"), **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWER AND EACH OTHER PERSON WHO SHALL BECOME A PARTY HERETO BY EXECUTION OF A SECURITY JOINDER AGREEMENT** (each a "Guarantor" and a "Grantor", and collectively with the Borrower, the "Grantors"), and **BANK OF AMERICA, N.A.**, a national banking association organized and existing under the laws of the United States, as the collateral agent (in such capacity, the "Collateral Agent") for the Lenders (defined in the Credit Agreement (defined below)) and certain other Persons parties to Related Credit Arrangements as more particularly described in Section 22 hereof (the Lenders, the Collateral Agent and such Persons party to Related Credit Arrangements, the "Secured Parties"). All capitalized terms used but not otherwise defined herein or pursuant to Section 1 hereof shall have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, the Lenders have agreed to provide to the Borrower certain extensions of credit with a letter of credit sublimit pursuant to the Amended and Restated Credit Agreement, dated as of October 19, 2006, by and among the Borrower, the Lenders from time to time parties thereto, Bear Stearns Corporate Lending Inc., as Syndication Agent and Bank of America, N.A., as Administrative Agent (as from time to time amended, revised, modified, supplemented or amended and restated, the "Credit Agreement");

WHEREAS, as collateral security for payment and performance of the Obligations and the obligations and liabilities of any Loan Party now existing or hereafter arising under Related Credit Arrangements, the Borrower is willing to grant to the Collateral Agent for the benefit of the Secured Parties a security interest in certain of its personal property and assets pursuant to the terms of this Security Agreement;

WHEREAS, each Guarantor will materially benefit from the Loans to be made, and the Letters of Credit to be issued, under the Credit Agreement and each Guarantor is a party (as signatory or by joinder) to a Guaranty pursuant to which each Guarantor guarantees the Obligations of the Borrower;

WHEREAS, as collateral security for payment and performance by each Guarantor of its Guarantor's Obligations (as defined in the Guaranty to which such Guarantor is a party), and the payment and performance of its obligations and liabilities (whether now existing or hereafter arising) hereunder or under any of the other Loan Documents to which it is now or hereafter becomes a party, each Guarantor is willing to grant to the Collateral Agent for the benefit of the

Secured Parties a security interest in substantially all of its personal property and assets pursuant to the terms of this Security Agreement; and

WHEREAS, the Lenders are unwilling to enter into the Loan Documents unless the Borrower and the Guarantors enter into this Security Agreement.

NOW, THEREFORE, in order to induce the Lenders to enter into the Loan Documents and to make Loans and issue Letters of Credit, and in further consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Certain Definitions.** Terms used in this Security Agreement, not otherwise expressly defined herein or in the Credit Agreement, and for which meanings are provided in the Uniform Commercial Code of the State of New York (the "UCC"), shall have such meanings, and any such terms defined in more than one Article of the UCC shall have the meaning provided in Article 8 or 9 of the UCC. The term "Qualifying Control Agreement" shall have the meaning set forth on Schedule 1 hereto.

2. **Grant of Security Interest.** The Borrower hereby grants as collateral security for the payment, performance and satisfaction of all of the Obligations and the obligations and liabilities of any Loan Party now existing or hereafter arising under Related Credit Arrangements, and each Guarantor hereby grants as collateral security for the payment, performance and satisfaction of all of its Guarantor's Obligations (as defined in its Guaranty) and the payment and performance of its obligations and liabilities (whether now existing or hereafter arising) hereunder or under any of the other Loan Documents to which it is now or hereafter becomes a party (such obligations and liabilities of the Borrower and the other Grantors referred to collectively as the "Secured Obligations"), to the Collateral Agent for the benefit of the Secured Parties a continuing first priority security interest in and to, and collaterally assigns to the Collateral Agent for the benefit of the Secured Parties, all of the personal property of such Grantor or in which such Grantor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located, including the following:

(a) All accounts, and including accounts receivable, contracts, bills, acceptances, choses in action, and other forms of monetary obligations at any time owing to such Grantor arising out of property sold, leased, licensed, assigned or otherwise disposed of or for services rendered or to be rendered by such Grantor, and all of such Grantor's rights with respect to any property represented thereby, whether or not delivered, property returned by customers and all rights as an unpaid vendor or lien or, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation (collectively referred to hereinafter as "Accounts");

(b) All inventory, including all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of such Grantor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which such Grantor now or at any time hereafter may have an

interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of such Grantor or is held by such Grantor or by others for such Grantor's account (collectively referred to hereinafter as "Inventory");

(c) All goods, including all machinery, equipment, motor vehicles, parts, supplies, apparatus, appliances, tools, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description, and all computer programs embedded in any of the foregoing and all supporting information relating to such computer programs (collectively referred to hereinafter as "Equipment");

(d) All general intangibles, including all rights now or hereafter accruing to such Grantor under contracts, leases, agreements or other instruments, including all contracts or contract rights to perform or receive services, to purchase or sell goods, or to hold or use land or facilities, and to enforce all rights thereunder, all causes of action, corporate or business records, inventions, rights in mask works (including all registrations thereto), designs, and all goodwill associated therewith, trade secrets, trade processes, know-how and other confidential and proprietary information, licenses, permits, franchises, customer lists, computer programs and software, all payment intangibles, all claims under guaranties, tax refund claims, all rights and claims against carriers and shippers, leases, all claims under insurance policies, all interests in general and limited partnerships, limited liability companies, and other Persons not constituting Investment Property (as defined below), all rights to indemnification and all other intangible personal property and intellectual property of every kind and nature and including the right to sue or otherwise recover for past, present and future misappropriation or violation thereof and all proceeds of the foregoing (collectively referred to hereinafter as "General Intangibles");

(e) All of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule 2(e) attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations in part, substitutes, renewals, re-examinations and extensions thereof, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof) (collectively referred to hereinafter as "Patents");

(f) All of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, domain names, trade dress, service marks, certification marks, collection marks, logos, and all registrations, and applications therefor and any renewals thereof (including without limitation each trademark, trade name, domain name and service mark registration and application identified in Schedule 2(f) attached hereto and incorporated herein by reference), the right to sue or otherwise recover for all past, present and future infringements or violations thereof, all rights corresponding thereto throughout the world

(but only such rights as now exist or may come to exist under applicable local Law) and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof) (collectively referred to hereinafter as "Trademarks");

(g) All of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including copyrights in databases and software), whether registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world, all registrations and applications therefor (including without limitation the copyright registrations identified on Schedule 2(g) attached hereto and incorporated herein by reference) and including the right to recover for all past, present and future infringements thereof and all supplemental registrations, renewals, and extensions thereof, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof) (collectively referred to hereinafter as "Copyrights"); and

(h) All deposit accounts, including demand, time, savings, passbook, or other similar accounts maintained with any bank by or for the benefit of such Grantor, except for those (i) deposit accounts maintained with Citizens Bank of Massachusetts which are subject to the Lien permitted by Section 7.01(j) of the Credit Agreement and (ii) money market accounts maintained with Associated Bank of Minnesota and Associated Bank, N.A. which are subject to the Lien permitted by Section 7.01(b) (collectively referred to hereinafter as "Deposit Accounts");

(i) All chattel paper, including tangible chattel paper, electronic chattel paper, or any hybrid thereof (collectively referred to hereinafter as "Chattel Paper");

(j) All investment property, including all securities, security entitlements, securities accounts, commodity contracts and commodity accounts of or maintained for the benefit of such Grantor, but excluding Pledged Interests (as defined in the Pledge Agreement) subject to any Pledge Agreement (collectively referred to hereinafter as "Investment Property");

(k) All instruments, including all promissory notes (collectively referred to hereinafter as "Instruments");

(l) All documents, including warehouse receipts, bills of lading and other documents of title (collectively referred to hereinafter as "Documents");

(m) All rights to payment or performance under letters of credit including rights to proceeds of letters of credit ("Letter-of-Credit Rights"), and all guaranties,

endorsements, Liens, other Guarantee obligations or supporting obligations of any Person securing or supporting the payment, performance, value or liquidation of any of the foregoing (collectively, with Letter-of-Credit Rights, referred to hereinafter as "Supporting Obligations");

(n) All books and records relating to any of the foregoing (including customer data, credit files, ledgers, computer programs, printouts, and other computer materials and records (and all media on which such data, files, programs, materials and records are or may be stored)); and

(o) All proceeds, products and replacements of, accessions to, and substitutions for, any of the foregoing, including without limitation proceeds of insurance policies insuring any of the foregoing.

All of the property and interests in property described in subsections (a) through (l) are herein collectively referred to as the "Collateral"; provided, however, that "Collateral" shall not include any Excluded Property; and provided, further, that if and when any property shall cease to be Excluded Property, such property shall be deemed at all times from and after the date hereof to constitute Collateral.

"Excluded Property" means: collectively, (i) any Voting Stock in excess of 65% of the total outstanding Voting Stock of any Grantor's direct Subsidiary that is a Non-U.S. Person. For the purposes of this definition, "Voting Stock" means, as to any issuer, the issued and outstanding shares of each class of capital stock or other ownership interests of such issuer entitled to vote (within the meaning of Treasury Regulations § 1.956-2(c)(2)), (ii) any permit, lease, license, contract, instrument or other agreement held by any Grantor that prohibits or requires the consent of any Person other than the Borrower and its Affiliates as a condition to the creation by such Grantor of a Lien thereon, or any permit, lease, license contract or other agreement held by any Grantor to the extent that any requirement of Law applicable thereto prohibits the creation of a Lien thereon, but only, in each case, to the extent, and for so long as, such prohibition is not terminated or rendered unenforceable or otherwise deemed ineffective by the UCC or any other Requirement of Law, including Sections 9-407 and 9-408 of the UCC, and no consent to such grant or assignment has been made, (iii) any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed) and (iv) Equipment owned by any Grantor that is subject to a purchase money Lien or a capital lease if the contract or other agreement in which such Lien is granted (or in the documentation providing for such capital lease) prohibits or requires the consent of any Person other than the Borrower and its Affiliates as a condition to the creation of any other Lien on such Equipment and no such consent has been made; provided, however, "Excluded Property" shall not include any Proceeds, substitutions or replacements of Excluded Property (unless such Proceeds, substitutions or replacements would constitute Excluded Property)."

3. **Perfection.** As of the date of execution of this Security Agreement or Security Joinder Agreement by each Grantor, as applicable, or such later date as provided below (with respect to each Grantor, such date being its "Applicable Date"), such Grantor shall have:

(a) furnished the Collateral Agent with duly authorized financing statements in form, number and substance suitable for filing, sufficient under applicable law, and satisfactory to the Collateral Agent in order that upon the filing of the same the Collateral Agent, for the benefit of the Secured Parties, shall have a duly perfected security interest in all Collateral in which a security interest can be perfected by the filing of financing statements; and

(b) except to the extent otherwise agreed by the Collateral Agent on the Applicable Date, or at a later date as from time to time requested by the Collateral Agent after such Applicable Date, delivered to the Collateral Agent or, if the Collateral Agent shall specifically consent in each instance, an agent or bailee of the Collateral Agent who has acknowledged such status in a properly executed Qualifying Control Agreement, to the extent required by Sections 10(e) and (f) hereof, possession of all Collateral with respect to which either a security interest can be perfected only by possession or a security interest perfected by possession shall have priority as against Persons not having possession, and including in the case of Instruments, Documents, and Investment Property in the form of certificated securities, duly executed endorsements or stock powers in blank, as the case may be, affixed thereto in form and substance acceptable to the Collateral Agent and sufficient under applicable law so that the Collateral Agent, for the benefit of the Secured Parties, shall have a security interest in all such Collateral perfected by possession;

with the effect that the Liens conferred in favor of the Collateral Agent shall be and remain duly perfected and of first priority subject only, to the extent applicable, to Liens allowed to exist under Section 7.01 of the Credit Agreement ("Permitted Liens"). All financing statements (including all amendments thereto and continuations thereof), control agreements, certificates, acknowledgments, stock powers and other documents, electronic identification, restrictive legends, and instruments furnished in connection with the creation, enforcement, protection, perfection or priority of the Collateral Agent's security interest in Collateral, including such items as are described above in this Section 3, are sometimes referred to herein as "Perfection Documents". The delivery of possession of items of or evidencing Collateral, causing other Persons to execute and deliver Perfection Documents as appropriate, the filing or recordation of Perfection Documents, the establishment of control over items of Collateral, and the taking of such other actions as may be necessary or advisable in the determination of the Collateral Agent to create, enforce, protect, perfect, or establish or maintain the priority of, the security interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral is sometimes referred to herein as "Perfection Action". Without limiting the foregoing, and in addition thereto, each Grantor hereby acknowledges and agrees that this Security Agreement (or a notice or abstract thereof) may be filed and recorded by the Collateral Agent with the United States Copyright Office (the "Copyright Office"), with respect to Copyrights, and the United States Patent and Trademark Office (the "Patent and Trademark Office"), with respect to the Patents and Trademarks, or any foreign counterpart, of the foregoing, as a necessary or additional Perfection Action, and each Grantor agrees to execute and deliver any such filings or notices as requested by the Collateral Agent for such purpose.

4. **Collateral Assignment.** In addition to, and not in limitation of, the grant of the security interests in the Patents, Trademarks and Copyrights in Section 2 above, each Grantor

hereby grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties, the Grantor's entire right, title and interest in and to the Patents, Trademarks and Copyrights; provided, that such grant, assignment, transfer, conveyance and set over shall become effective only at the election of the Collateral Agent following the occurrence of an Event of Default that is continuing at the time of such election. Each Grantor hereby agrees that after the effectiveness of such grant, assignment, transfer, conveyance and set over of any of the Patents, Trademarks and Copyrights, the use by the Collateral Agent of any of such Patents, Trademarks and Copyrights shall be without any liability for royalties or other related charges from the Collateral Agent to any Grantor. In furtherance of the foregoing, each Grantor has executed in blank and delivered to the Collateral Agent an assignment of federally registered or applied for Patents, Trademarks and Copyrights (the "IP Assignment") owned by it in the form of Exhibit A hereto, such blank assignments to be filed and/or otherwise used by the Collateral Agent only upon the occurrence of an Event of Default. Each Grantor hereby authorizes the Collateral Agent to complete as assignee, execute, and record with the Patent and Trademark Office and the Copyright Office and with other applicable state and federal agencies and authorities, and foreign counterparts thereof, each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

5. Maintenance of Security Interest; Further Assurances.

(a) Each Grantor will from time to time at its own expense, deliver specific assignments of Collateral or such other Perfection Documents, and take such other or additional Perfection Action, as may be required by the terms of the Loan Documents or as the Collateral Agent may reasonably request in connection with the administration or enforcement of this Security Agreement or related to the Collateral or any part thereof in order to carry out the terms of this Security Agreement, to perfect, protect, maintain the priority of or enforce the Collateral Agent's security interest in the Collateral, subject only to Permitted Liens, or otherwise to better assure and confirm unto the Collateral Agent its rights, powers and remedies for the benefit of the Secured Parties hereunder. Without limiting the foregoing, each Grantor hereby irrevocably authorizes the Collateral Agent to file (with, or to the extent permitted by applicable law, without the signature of the Grantor appearing thereon) financing statements (including amendments thereto and initial financing statements in lieu of continuation statements) or other Perfection Documents (including copies thereof) showing such Grantor as "debtor" at such time or times and in all filing offices as the Collateral Agent may from time to time determine to be necessary or advisable to perfect or protect the rights of the Collateral Agent and the Secured Parties hereunder, or otherwise to give effect to the transactions herein contemplated, any of which Perfection Documents, at the Collateral Agent's election, may describe the Collateral as or including all assets of the Grantor. Each Grantor hereby irrevocably ratifies and acknowledges the Collateral Agent's authority to have effected filings of Perfection Documents made by the Collateral Agent prior to its Applicable Date.

(b) With respect to any and all Collateral, each Grantor agrees to do and cause to be done all things necessary to perfect, maintain the priority of and keep in full force the security interest granted in favor of the Collateral Agent for the benefit of the Secured Parties, including, but not limited to, the prompt payment upon demand therefor by the

Collateral Agent of all fees and expenses (including documentary stamp, excise or intangibles taxes) incurred in connection with the preparation, delivery, or filing of any Perfection Document or the taking of any Perfection Action to perfect, protect or enforce a security interest in Collateral in favor of the Collateral Agent for the benefit of the Secured Parties, subject only to Permitted Liens. All amounts not so paid when due shall constitute additional Secured Obligations.

(c) Each Grantor agrees to maintain among its books and records appropriate notations or evidence of, and to make or cause to be made appropriate disclosure upon its financial statements of, the security interest granted hereunder to the Collateral Agent for the benefit of the Secured Parties.

(d) Each Grantor agrees that, should it have or obtain an ownership interest in any United States patent or patent application material, either individually or when aggregated with other Patents, Copyrights or Trademarks used in connection with such patent or patent application, to the business of the Borrower and the Guarantors taken as a whole (the "Business") that is not now identified on Schedule 2(e), any trademark or trademark application material, either individually or when aggregated with other Patents, Copyrights or Trademarks used in connection with such trademark or trademark application, that is not now identified on Schedule 2(f) or any copyright registration or copyright application material, either individually or when aggregated with other Patents, Copyrights or Trademarks used in connection with such copyright registration or copyright application, to the Business that is not now identified on Schedule 2(g): (i) without limitation to Section 2, the provisions of this Security Agreement shall automatically apply to such item, and such item shall automatically become part of the Collateral; (ii) such Grantor shall, within 30 days after acquiring or becoming aware of such ownership interest, (A) give written notice thereof to the Collateral Agent, (B) take all reasonable and appropriate steps to protect such Patents, Trademarks and Copyrights, as, for example, by filing applications for their registration with the Patent and Trademark Office or the Copyright Office and, as applicable, and (C) with respect to such Patents, Trademarks and Copyrights, prepare, execute and file in the Patent and Trademark Office or the Copyright Office and all foreign counterparts thereof, as applicable, within the requisite time period, all documents that are known by such Grantor to be necessary or that the Collateral Agent, on behalf of the Secured Parties, reasonably requests in order to perfect the Security Interest of the Collateral Agent, on behalf of the Secured Parties, therein, including delivery to the Collateral Agent of an executed IP Assignment. Each Grantor authorizes the Collateral Agent, on behalf of the Secured Parties, to execute and file (subject in the case of the filing of IP Assignments, to the limitation contained in Section 4 above) such a document in the name of such Grantor if such Grantor fails to do so.

(e) Each Grantor agrees: (i) to take all necessary steps in any proceeding before the Patent and Trademark Office, the Copyright Office or any similar office or agency in any other country or any political subdivision thereof or in any court, to maintain and pursue each Patent, Trademark and Copyright application now or hereafter included in the Collateral which the Grantor determines to be material, either individually or when aggregated with other Patents, Trademarks or Copyrights used in connection

with such patent application, to the Business, and to maintain each such Patent, Trademark or Copyright now or hereafter included in the Collateral, including the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for reissue, renewal or extensions, the payment of fees, and the participation in interference, reexamination, opposition and infringement proceedings; (ii) to take corresponding steps with respect to unpatented inventions which the Grantor determines to be material, either individually or when aggregated with other Patents, Trademarks or Copyrights used in connection with such unpatented inventions, to the Business and on which such Grantor is now or hereafter becomes entitled to seek protection, including maintaining the confidentiality of such inventions which are capable of being maintained in confidence if filing a patent application is not justified in the reasonable judgment of such Grantor; and (iii) to bear any expenses incurred in connection with such activities.

(f) Without limitation to the foregoing Section 4(e), no Grantor shall do any act or omit to do any act whereby any Patent, Trademark or Copyright may become dedicated or abandoned, except a disposition in the ordinary course of business consisting of the abandonment of such Patent, Trademark or Copyright which, in the reasonable good faith determination of the Borrower are uneconomical, negligible, obsolete or otherwise not material in the conduct of its business.

(g) Each Grantor agrees that in the event that any Patent, Trademark or Copyright which is material, either individually or when aggregated with other Patents, Trademarks or Copyrights, to the Business and as to which it has granted the Security Interests is infringed or misappropriated by a third party, such Grantor shall take all reasonable steps to terminate the infringement or misappropriation, and take such other actions as commercially reasonable under the circumstances to protect such Collateral. Any expense incurred in connection with such activities shall be borne by such Grantor.

6. **Receipt of Payment.** If an Event of Default shall occur and be continuing and a Grantor (or any of its Affiliates, subsidiaries, stockholders, directors, officers, employees or agents) shall receive any proceeds of Collateral, including without limitation monies, checks, notes, drafts or any other items of payment, each Grantor shall upon request from the Collateral Agent hold all such items of payment in trust for the Collateral Agent for the benefit of the Secured Parties, and as the property of the Collateral Agent for the benefit of the Secured Parties, separate from the funds and other property of such Grantor, and no later than the first Business Day following the receipt thereof, at the election of the Collateral Agent, such Grantor shall cause such Collateral to be forwarded to the Collateral Agent for its custody, possession and disposition on behalf of the Secured Parties in accordance with the terms hereof and of the other Loan Documents.

7. **Preservation and Protection of Collateral.**

(a) The Collateral Agent shall be under no duty or liability with respect to the collection, protection or preservation of the Collateral, or otherwise. Each Grantor shall be responsible for the safekeeping of its Collateral, and in no event shall the Collateral Agent have any responsibility for (i) any loss or damage thereto or destruction thereof occurring or arising in any manner or fashion from any cause, (ii) any diminution in the

value thereof, or (iii) any act or default of any carrier, warehouseman, bailee or forwarding agency thereof or other Person in any way dealing with or handling such Collateral.

(b) Each Grantor shall keep and maintain its tangible personal property Collateral pursuant to Section 6.06 of the Credit Agreement.

(c) Each Grantor agrees (i) to comply with Section 6.04 of the Credit Agreement and (ii) to cause to be terminated and released all Liens (other than Permitted Liens) on the Collateral. Upon the failure of any Grantor to pay or contest taxes, charges, or assessments in accordance with Section 6.04 of the Credit Agreement, or cause such Liens to be terminated, the Collateral Agent at its option may pay or contest any of them or amounts relating thereto (the Collateral Agent having the sole right to determine the legality or validity and the amount necessary to discharge such taxes, charges, Liens or assessments) but shall not have any obligation to make any such payment or contest. All sums so disbursed by the Collateral Agent, including reasonable Attorneys' Costs, court costs, expenses and other charges related thereto, shall be payable on demand by the applicable Grantor to the Collateral Agent and shall be additional Secured Obligations secured by the Collateral.

8. Status of Grantors and Collateral Generally. Each Grantor represents and warrants to, and covenants with, the Collateral Agent for the benefit of the Secured Parties, with respect to itself and the Collateral as to which it has or acquires any interest, that:

(a) It is at its Applicable Date (or as to Collateral acquired after its Applicable Date will be upon the acquisition of the same) and, except as permitted by the Credit Agreement and subsection (b) of this Section 8, will continue to be, the owner of the Collateral, free and clear of all Liens, other than the security interest hereunder in favor of the Collateral Agent for the benefit of the Secured Parties and Permitted Liens, and that it will at its own cost and expense defend such Collateral and any products and proceeds thereof against all material claims and demands of all Persons (other than holders of Permitted Liens) to the extent of their claims permitted under the Credit Agreement at any time claiming the same or any interest therein adverse to the Secured Parties. Upon the failure of any Grantor to so defend, the Collateral Agent may do so at its option but shall not have any obligation to do so. All sums so disbursed by the Collateral Agent, including reasonable Attorneys' Costs, court costs, expenses and other charges related thereto, shall be payable on demand by the applicable Grantor to the Collateral Agent and shall be additional Secured Obligations secured by the Collateral, and any amounts not so paid on demand (in addition to other rights and remedies resulting from such nonpayment) shall bear interest from the date of demand until paid in full at the Default Rate.

(b) It shall not (i) sell, assign, transfer, lease, license or otherwise dispose of any of, or grant any option with respect to, the Collateral, except for Dispositions permitted under the Credit Agreement or (ii) create or suffer to exist any Lien upon or

with respect to any of the Collateral except for the security interests created by this Security Agreement and Permitted Liens.

(c) It has full power, legal right and lawful authority to enter into this Security Agreement (and any Security Joinder Agreement applicable to it) and to perform its terms, including the grant of the security interests in the Collateral herein provided for.

(d) No authorization, consent, approval or other action by, and no notice to or filing with, any Governmental Authority or any other Person which has not been given or obtained, as the case may be, is required either (i) for the grant by such Grantor of the security interests granted hereby or for the execution, delivery or performance of this Security Agreement (or any Security Joinder Agreement) by such Grantor, or (ii) for the perfection of or the exercise by the Collateral Agent, on behalf of the Secured Parties, of its rights and remedies hereunder, except for action required by the Uniform Commercial Code to perfect and exercise remedies with respect to the security interest conferred hereunder, except (A) with respect to the security interests conferred hereunder in Patents, Trademarks and Copyrights, as applicable, the filing of this Security Agreement with the Patent and Trademark Office and the Copyright Office or foreign counterpart, as applicable, and (B) with respect to the consummation of assignment pursuant to Section 4 above, the filing in the Patent and Trademark Office or the Copyright Office or foreign counterpart, as applicable, of the IP Assignments.

(e) No effective financing statement or other Perfection Document similar in effect, nor any other Perfection Action, covering all or any part of the Collateral purported to be granted or taken by or on behalf of such Grantor (or by or on behalf of any other Person and which remains effective as against all or any part of the Collateral) has been filed in any recording office, delivered to another Person for filing (whether upon the occurrence of a contingency or otherwise), or otherwise taken, as the case may be, except such as pertain to Permitted Liens and such as may have been filed for the benefit of, delivered to, or taken in favor of, the Collateral Agent for the benefit of the Secured Parties in connection with the security interests conferred hereunder.

(f) Schedule 8(f) attached hereto contains true and complete information as to each of the following:

(i) the exact legal name, form of organization, jurisdiction of formation, identification number in its jurisdiction of formation, and chief executive office address of each Grantor as of its Applicable Date and at any time during the five (5) year period ending as of its Applicable Date (the "Covered Period");

(ii) each trade name, trademark or other trade style used by such Grantor as of its Applicable Date;

(iii) each location within the United States in which material tangible personal property (including Account Records and Account Documents) constituting Collateral is located at its Applicable Date; and

(iv) with respect to each location described in clause (iii) that is not owned beneficially and of record by such Grantor, the name and address of the owner thereof.

No Grantor shall change its name, change its jurisdiction of formation (whether by reincorporation, merger or otherwise), change its form of organization, except in each case upon giving not less than thirty (30) days' prior written notice to the Collateral Agent (or such lesser notice as the Collateral Agent may agree in its sole discretion), other than with respect to the change of name of the Borrower which shall occur within 30 days after the Closing Date, and taking or causing to be taken at such Grantor's expense all such Perfection Action, including the delivery of such Perfection Documents, as may be reasonably requested by the Collateral Agent to perfect or protect, or maintain the perfection and priority of, the Lien of the Collateral Agent for the benefit of the Secured Parties in Collateral contemplated hereunder.

(g) No Grantor shall engage in any consignment transaction in respect of any of the Collateral (except for such transactions required pursuant to contracts with state agencies in connection with the driver's license business of any Grantor in the ordinary course of business), whether as consignee or consignor, without the prior written consent of the Collateral Agent in each instance, which consent shall not be unreasonably withheld so long as such Grantor shall have caused at its expense to be prepared and executed such additional Perfection Documents and to be taken such other Perfection Action as the Collateral Agent may deem necessary or advisable to carry out the transactions contemplated by this Security Agreement.

(h) No Grantor shall cause, suffer or permit any of the tangible personal property Collateral (i) to be evidenced by any document of title (except for shipping documents as necessary or customary to effect the receipt of raw materials or components or the delivery of inventory to customers, in each case in the ordinary course of business) or (ii) during the continuance of any Event of Default to be in the possession, custody or control of any warehouseman or other bailee without the prior written consent of the Collateral Agent in each instance, which such consent shall not be unreasonably withheld so long as the Collateral Agent shall have received a duly executed Qualifying Control Agreement from such warehouseman or bailee, and the Grantor shall have caused at its expense to be prepared and executed such additional Perfection Documents and to be taken such other Perfection Action as the Collateral Agent may deem necessary or advisable to carry out the transactions contemplated by this Security Agreement.

(i) Upon and during the continuance of an Event of Default, then with respect to tangible personal property Collateral located at any location that is leased by a Grantor from any other Person *other than* Inventory the value of which, when aggregated with all other Inventory kept at any location which is leased by all Grantors, is less than

\$500,000, (x) such location and lessor shall either be set forth on Schedule 8(f) attached hereto or such Grantor shall provide written notice of such location within five (5) days of such date, and the name and address of the lessor thereof, to the Collateral Agent, (y) upon request of the Collateral Agent, such Grantor shall use commercially reasonable efforts to obtain from each such lessor an acknowledgement of the Lien in favor of the Collateral Agent for the benefit of the Secured Parties conferred hereunder and a waiver of its statutory and consensual liens and rights with respect to such Collateral in form and substance acceptable to the Collateral Agent and delivered in writing to the Collateral Agent, and (z) upon request of the Collateral Agent, such Grantor shall have caused at its expense to be prepared and executed such additional Perfection Documents and to be taken such other Perfection Action as the Collateral Agent may deem necessary or advisable to carry out the transactions contemplated by this Security Agreement.

9. **Inspection.** The Collateral Agent (by any of its officers, employees and agents), on behalf of the Secured Parties, shall have the right upon prior notice to an executive officer of the Borrower, and at any reasonable times during such Grantor's usual business hours, to inspect the Collateral, all records related thereto (and to make extracts or copies from such records), and the premises upon which any of the Collateral is located, to discuss such Grantor's affairs and finances with any Person (other than Persons obligated on any Accounts ("Account Debtors") except as expressly otherwise permitted in the Loan Documents) and to verify with any Person other than (except as expressly otherwise permitted in the Loan Documents) Account Debtors the amount, quality, quantity, value and condition of, or any other matter relating to, the Collateral and, if an Event of Default has occurred and is continuing, to discuss such Grantor's affairs and finances with such Grantor's Account Debtors and to verify the amount, quality, value and condition of, or any other matter relating to, the Collateral with such Account Debtors.

10. **Specific Collateral.**

(a) **Accounts.** With respect to its Accounts whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) Each Grantor shall keep accurate and complete records of its Accounts ("Account Records") and from time to time at the reasonable request of the Collateral Agent such Grantor shall provide the Collateral Agent with a summary of Accounts and such additional detail as shall be reasonably requested ("Schedule of Accounts"); provided, however, that such Grantor's failure to execute and deliver any such Schedule of Accounts shall not affect or limit the Collateral Agent's security interest or other rights in and to any Accounts for the benefit of the Secured Parties. If requested by the Collateral Agent, each Grantor shall furnish the Collateral Agent with copies of proof of delivery and other documents relating to the Accounts so scheduled, including without limitation repayment histories and present status reports (collectively, "Account Documents") and such other matter and information relating to the status of then existing Accounts as the Collateral Agent shall request.

(ii) All Account Records and Account Documents are and shall at all times be located only at such Grantor's current chief executive office as set forth on Schedule 8(f) attached hereto, such other locations as are specifically identified on Schedule 8(f) attached hereto as an "Account Documents location," or as to which the Grantor has complied with Section 8(f) hereof.

(iii) The Accounts are genuine, are in all respects what they purport to be, are not evidenced by an instrument or document or, if evidenced by an instrument or document, are only evidenced by one original instrument or document.

(iv) The Accounts cover bona fide sales, leases, licenses or other dispositions of property usually dealt in by such Grantor, or the rendition by such Grantor of services, to an Account Debtor in the ordinary course of business.

(v) The amounts of the face value of any Account shown or reflected on any Schedule of Accounts, invoice statement, or certificate delivered to the Collateral Agent, are to the best knowledge of such Grantor actually owing to such Grantor and are not contingent for any reason.

(vi) The property or services giving rise thereto are not, and were not at the time of the sale or performance thereof, subject to any Lien, claim, encumbrance or security interest, except those of the Collateral Agent for the benefit of Secured Parties and Permitted Liens.

(b) **Inventory**. With respect to its Inventory whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) Each Grantor shall keep accurate and complete records of its Inventory, and upon and during the continuance of an Event of Default from time to time at the reasonable request of the Collateral Agent such Grantor shall provide the Collateral Agent with a summary schedule of Inventory and such additional detail as shall be reasonably requested (collectively, a "Schedule of Inventory") based upon its most recent physical inventory and its inventory records. Each Grantor shall conduct a physical inventory no less frequently than annually, and shall furnish to the Collateral Agent such other documents and reports thereof as the Collateral Agent shall reasonably request with respect to the Inventory.

(ii) All Inventory, other than Inventory having a value of less than \$500,000 in the aggregate for all locations, is and shall at all times be located only at such Grantor's locations as set forth on Schedule 8(f) attached hereto or at such other locations as to which such Grantor has complied with Section 8(f) hereof. No Grantor shall, other than in the ordinary course of business in connection with its sale, lease, license or other permitted Disposition, remove any Inventory

having an aggregate value in excess of that stated in the preceding sentence from such locations.

(c) **Equipment.** With respect to its Equipment whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) Upon the occurrence and during the continuance of an Event of Default, the Grantors, as soon as practicable following a request therefor by the Collateral Agent, shall deliver to the Collateral Agent any and all evidence of ownership of any of the Equipment (including without limitation certificates of title and applications for title).

(ii) The Grantors shall maintain accurate, itemized records describing the kind, type, quality, quantity and value of its Equipment and shall, upon the occurrence and during the continuance of an Event of Default, furnish the Collateral Agent upon request with a current schedule containing the foregoing information.

(iii) All Equipment, other than Equipment having a value of less than \$500,000 in the aggregate for all locations, is and shall at all times be located only at such Grantor's locations as set forth on Schedule 8(f) attached hereto or at such other locations as to which such Grantor has complied with Section 8(f) hereof. No Grantor shall, other than as expressly permitted under the Credit Agreement, sell, lease, transfer, dispose of or remove any Equipment having an aggregate value in excess of that stated in the preceding sentence from such locations.

(d) **Supporting Obligations.** With respect to its Supporting Obligations whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) Each Grantor shall, upon the request of the Collateral Agent from time to time following the occurrence and during the continuance of any Default or Event of Default, deliver to the Collateral Agent the originals of all documents evidencing or constituting Supporting Obligations, together with such other documentation (executed as appropriate by the Grantor) and information as may be necessary to enable the Collateral Agent to realize upon the Supporting Obligations in accordance with their respective terms or transfer the Supporting Obligations as may be permitted under the Loan Documents or by applicable law.

(ii) Upon request of the Collateral Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall, at the request of the Collateral Agent with respect to any letter of credit giving rise to Letter-of-Credit Rights, use commercially reasonable efforts to cause the issuer thereof to

execute and deliver to the Collateral Agent a control agreement with respect to such letter of credit.

(e) **Investment Property.** With respect to its Investment Property whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) **Schedule 10(e)** attached hereto contains a true and complete description of (x) the name and address of each securities intermediary with which such Grantor maintains a securities account in which Investment Property in excess of \$100,000 is or may at any time be credited or maintained as of the Applicable Date and (y) as of the Closing Date, all other Investment Property in excess of \$100,000 of such Grantor other than interests in Subsidiaries that are subject to a Pledge Agreement.

(ii) Except with the express prior written consent of the Collateral Agent in each instance, all Investment Property in excess of \$500,000 individually and \$1,000,000 in the aggregate other than interests in Subsidiaries in which such Grantor has granted a Lien to the Collateral Agent for the benefit of the Secured Parties pursuant to a Pledge Agreement shall be maintained at all times in the form of (a) certificated securities, which certificates shall have been delivered to the Collateral Agent together with duly executed undated stock powers endorsed in blank pertaining thereto, or (b) security entitlements credited to one or more securities accounts as to each of which (1) upon the request of the Collateral Agent, the Collateral Agent has received copies of the account agreement between the applicable securities intermediary and the Grantor and the most recent statement of account pertaining to such securities account (each certified to be true and correct by an officer of the Grantor) and (2) upon the request of the Collateral Agent, the Collateral Agent has received a Qualifying Control Agreement from the applicable securities intermediary which remains in full force and effect and as to which the Collateral Agent has not received any notice of termination. Without limiting the generality of the foregoing, (x) at all times after any request has been made by the Collateral Agent pursuant to (b)(1) of the foregoing sentence, no Grantor shall cause, suffer or permit any Investment Property to be credited to or maintained in any securities account not listed on **Schedule 10(e)** attached hereto except in each case upon giving not less than thirty (30) days' prior written notice to the Collateral Agent and (y) each Grantor shall take or cause to be taken at such Grantor's expense all such Perfection Action, including the delivery of such Perfection Documents, as may be reasonably requested by the Collateral Agent to perfect or protect, or maintain the perfection and priority of, the Lien of the Collateral Agent for the benefit of the Secured Parties in Collateral contemplated hereunder, **provided** that the delivery of a Qualifying Control Agreement shall only be required on request of the Collateral Agent.

(iii) All dividends and other distributions with respect to any of the Investment Property shall be subject to the security interest conferred hereunder, provided, however, that cash dividends paid to a Grantor as record owner of the Investment Property may be disbursed to and retained by such Grantor so long as no Event of Default shall have occurred and be continuing, free from any Lien hereunder.

(iv) So long as no Event of Default shall have occurred and be continuing, the registration of Investment Property in the name of a Grantor as record and beneficial owner shall not be changed and such Grantor shall be entitled to exercise all voting and other rights and powers pertaining to Investment Property for all purposes not inconsistent with the terms hereof or of any Qualifying Control Agreement relating thereto.

(v) Upon the occurrence and during the continuance of any Event of Default, at the option of the Collateral Agent, all rights of the Grantors to exercise the voting or consensual rights and powers which it is authorized to exercise pursuant to clause (iv) immediately above shall cease and the Collateral Agent may thereupon (but shall not be obligated to), at its request, cause such Collateral to be registered in the name of the Collateral Agent or its nominee or agent for the benefit of the Secured Parties and/or exercise such voting or consensual rights and powers as appertain to ownership of such Collateral, and to that end each Grantor hereby appoints the Collateral Agent as its proxy, with full power of substitution, to vote and exercise all other rights as a shareholder with respect to such Investment Property upon the occurrence and during the continuance of any Default or Event of Default, which proxy is coupled with an interest and is irrevocable until the Facility Termination Date (as defined in the Guaranty), and each Grantor hereby agrees to provide such further proxies as the Collateral Agent may request; provided, however, that the Collateral Agent in its discretion may from time to time refrain from exercising, and shall not be obligated to exercise, any such voting or consensual rights or such proxy.

(vi) Upon the occurrence and during the continuance of any Event of Default, all rights of the Grantors to receive and retain cash dividends and other distributions upon or in respect to Investment Property pursuant to clause (iii) above shall cease and shall thereupon be vested in the Collateral Agent for the benefit of the Secured Parties, and upon the request of the Collateral Agent, each Grantor shall, or shall cause, all such cash dividends and other distributions with respect to the Investment Property to be promptly delivered to the Collateral Agent (together, if the Collateral Agent shall request, with any documents related thereto) to be held, released or disposed of by it hereunder or, at the option of the Collateral Agent, to be applied to the Secured Obligations.

(f) **Deposit Accounts.** With respect to its Deposit Accounts whether now existing or hereafter created or acquired and wheresoever located, each Grantor

represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) Schedule 10(f) attached hereto contains a true and complete description of (x) the name and address of each depository institution with which such Grantor maintains a Deposit Account in which collected balances or deposits in excess of \$100,000 are or may at any time be credited or maintained.

(ii) Upon request of the Collateral Agent after the occurrence and during the continuance of an Event of Default, all Deposit Accounts in which collected balances or deposits in excess of \$200,000 are or may at any time be credited or maintained shall be maintained only with depository institutions as to which the Collateral Agent shall have received a Qualifying Control Agreement. Without limiting the generality of the foregoing, no Grantor shall cause, suffer or permit (x) any deposit in excess of \$200,000 to be evidenced by a certificate of deposit unless such certificate of deposit is a negotiable instrument and immediately upon receipt thereof such certificate shall have been delivered to the Collateral Agent, together with a duly executed undated assignment in blank affixed thereto, or (y) any Deposit Account not listed on Schedule 10(f) attached hereto in which collected balances or deposits in excess of \$200,000 are or may at any time be credited or maintained to be opened or maintained except in each case upon giving not less than thirty (30) days' prior written notice to the Collateral Agent and taking or causing to be taken at such Grantor's expense all such Perfection Action, including the delivery of such Perfection Documents, as may be reasonably requested by the Collateral Agent to perfect or protect, or maintain the perfection and priority of, the Lien of the Collateral Agent for the benefit of the Secured Parties in Collateral contemplated hereunder, provided that the delivery of a Qualifying Control Agreement shall only be required on request of the Collateral Agent.

(g) Instruments. With respect to its Instruments whether now existing or hereafter created or acquired and wheresoever located, each Grantor represents, warrants and covenants to the Collateral Agent for the benefit of the Secured Parties that:

(i) Each Grantor shall, from time to time at the Collateral Agent's request, (A) provide a current list identifying in reasonable detail Instruments of which such Grantor is the payee or holder and having a face amount payable in excess of \$200,000, and (B) following the occurrence and during the continuance of any Default or Event of Default, deliver to the Collateral Agent the originals of all such Instruments, together with duly executed undated endorsements in blank affixed thereto and such other documentation and information as may be necessary to enable the Collateral Agent to realize upon the Instruments in accordance with their respective terms or transfer the Instruments as may be permitted under the Loan Documents or by applicable law.

(ii) Other than in the ordinary course of business and in keeping with reasonable and customary practice, no Grantor shall amend, modify, waive or terminate any provision of, or fail to exercise promptly and diligently each material right or remedy conferred under or in connection with, any Instrument, in any case in such a manner as could reasonably be expected to materially adversely affect the value of the Collateral (including Proceeds) as a whole.

11. Casualty and Liability Insurance Required.

(a) Each Grantor will keep the Collateral continuously insured in compliance with the terms of Section 6.07 of the Credit Agreement.

(b) Each Grantor hereby makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent), for the benefit of the Secured Parties, as such Grantor's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item or payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect to such policies of insurance, which appointment is coupled with an interest and is irrevocable; provided, however, that the powers pursuant to such appointment shall be exercisable only upon the occurrence and during the continuation of an Event of Default.

(c) In the event such Grantor shall fail to maintain, or fail to cause to be maintained, the full insurance coverage required hereunder or shall fail to keep any of its Collateral in good repair and good operating condition, the Collateral Agent may (but shall be under no obligation to), without waiving or releasing any Secured Obligation or Default or Event of Default by such Grantor hereunder, contract for the required policies of insurance and pay the premiums on the same or make any required repairs, renewals and replacements; and all sums so disbursed by Collateral Agent, including reasonable Attorneys' Costs, court costs, expenses and other charges related thereto, shall be payable on demand by such Grantor to the Collateral Agent, shall be additional Secured Obligations secured by the Collateral.

(d) The Net Proceeds of the liability insurance carried pursuant to the provisions of Section 11(a) shall be applied by such Grantor toward satisfaction of the claim or liability with respect to which such insurance proceeds may be paid.

(e) The Net Proceeds of the property insurance carried with respect to the Collateral pursuant to the provisions of Section 11(a) shall be paid to such Grantor and held by such Grantor in a separate account and applied, as long as no Event of Default shall have occurred and be continuing, within 180 days after payment of the insurance proceeds with respect to such loss, at the election of the Grantor, either (x) to repair or replace the Collateral so damaged, (y) to deliver such Net Proceeds to the Collateral Agent, for the benefit of the Secured Parties, as additional Collateral or (z) to apply such Net Proceeds to the acquisition of tangible assets constituting Collateral used or useful in

the conduct of the business of such Grantor, subject to the provisions of this Security Agreement. If such Grantor elects to repair or replace the Collateral so damaged, such Grantor agrees the Collateral shall be repaired to a condition substantially similar to or of better quality or higher value than its condition prior to damage or replaced with Collateral in a condition substantially similar to or of better quality or higher value than the condition of the Collateral so replaced prior to damage. At all times during which an Event of Default shall have occurred and be continuing, the Collateral Agent shall be entitled to receive direct and immediate payment of the proceeds of such insurance and such Grantor shall take all action as the Collateral Agent may reasonably request to accomplish such payment. Notwithstanding the foregoing, in the event such Grantor shall receive any such proceeds at any time an Event of Default has occurred and is continuing, such Grantor shall immediately deliver such proceeds to such Collateral Agent for the benefit of the Secured Parties as additional Collateral, and pending such delivery shall hold such proceeds in trust for the benefit of the Secured Parties and keep the same segregated from its other funds.

(f) "Net Proceeds" when used with respect to any insurance proceeds shall mean the gross proceeds from such proceeds, award or other amount, less all taxes, fees and expenses (including Attorneys' Costs) incurred in the realization thereof.

(g) In case of any material damage to, destruction or loss of, or claim or proceeding against, all or any material part of the Collateral pledged hereunder by a Grantor, such Grantor shall give prompt notice thereof to the Collateral Agent. Each such notice shall describe generally the nature and extent of such damage, destruction, loss, claim or proceeding. Subject to Section 11(b), each Grantor is hereby authorized and empowered to adjust or compromise any loss under any such insurance other than losses relating to claims made directly against any Secured Party as to which any liability insurance described in Section 11(a) is applicable.

12. Rights and Remedies Upon Event of Default. Upon and after an Event of Default, the Collateral Agent shall have the following rights and remedies on behalf of the Secured Parties in addition to any rights and remedies set forth elsewhere in this Security Agreement or the other Loan Documents, all of which may be exercised with or, if allowed by law, without notice to a Grantor:

(a) All of the rights and remedies of a secured party under the UCC or under other applicable law, all of which rights and remedies shall be cumulative, and none of which shall be exclusive, to the extent permitted by law, in addition to any other rights and remedies contained in this Security Agreement or any other Loan Document;

(b) The right to foreclose the Liens and security interests created under this Security Agreement by any available judicial procedure or without judicial process;

(c) The right to (i) enter upon the premises of a Grantor through self-help and without judicial process, without first obtaining a final judgment or giving such Grantor notice or opportunity for a hearing on the validity of the Collateral Agent's claim and

without any obligation to pay rent to such Grantor, or any other place or places where any Collateral is located and kept, and remove the Collateral therefrom to the premises of the Collateral Agent or any agent of the Collateral Agent, for such time as the Collateral Agent may desire, in order effectively to collect or liquidate the Collateral, (ii) require such Grantor or any bailee or other agent of such Grantor to assemble the Collateral and make it available to the Collateral Agent at a place to be designated by the Collateral Agent that is reasonably convenient to both parties, and (iii) notify any or all Persons party to a Qualifying Control Agreement or who otherwise have possession of or control over any Collateral of the occurrence of an Event of Default and other appropriate circumstances, and exercise control over and take possession or custody of any or all Collateral in the possession, custody or control of such other Persons;

(d) The right to (i) exercise all of a Grantor's rights and remedies with respect to the collection of Accounts, Supporting Obligations and General Intangibles (collectively, "Payment Collateral"), including the right to demand payment thereof and enforce payment, by legal proceedings or otherwise; (ii) settle, adjust, compromise, extend or renew all or any Payment Collateral or any legal proceedings pertaining thereto; (iii) discharge and release all or any Payment Collateral; (iv) take control, in any manner, of any item of payment or proceeds referred to in Section 6 above; (v) prepare, file and sign a Grantor's name on any Proof of Claim in bankruptcy, notice of Lien, assignment or satisfaction of Lien or similar document in any action or proceeding adverse to any obligor under any Payment Collateral or otherwise in connection with any Payment Collateral; (vi) endorse the name of a Grantor upon any chattel paper, document, instrument, invoice, freight bill, bill of lading or similar document or agreement relating to any Collateral; (vii) use the information recorded on or contained on a Grantor's internet website or otherwise in any data processing equipment and computer hardware and software relating to any Collateral to which a Grantor has access; (viii) open such Grantor's mail and collect any and all amounts due to such Grantor from any Account Debtors or other obligor in respect of Payment Collateral; (ix) notify any or all Account Debtors or other obligor on any Payment Collateral that such Payment Collateral has been assigned to the Collateral Agent for the benefit of the Secured Parties and that Collateral Agent has a security interest therein for the benefit of the Secured Parties (provided that the Collateral Agent may at any time give such notice to an Account Debtor that is a department, agency or authority of the United States government); each Grantor hereby agrees that any such notice, in the Collateral Agent's sole discretion, may (but need not) be sent on such Grantor's stationery, in which event such Grantor shall co-sign such notice with the Collateral Agent if requested to do so by the Collateral Agent; and (x) do all acts and things and execute all documents necessary, in Collateral Agent's sole discretion, to collect the Payment Collateral; and

(e) The right to sell all or any Collateral in its then existing condition, or after any further manufacturing or processing thereof, at such time or times, at public or private sale or sales, with such notice as may be required by law, in lots or in bulk, for cash or on credit, with or without representations and warranties, all as the Collateral Agent, in its sole discretion, may deem advisable. The Collateral Agent shall have the right to conduct such sales on a Grantor's premises or elsewhere and shall have the right

to use a Grantor's premises without charge for such sales for such time or times as the Collateral Agent may see fit. The Collateral Agent may, if it deems it reasonable, postpone or adjourn any sale of the Collateral from time to time by an announcement at the time and place of such postponed or adjourned sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Each Grantor agrees that the Collateral Agent has no obligation to preserve rights to the Collateral against prior parties or to marshal any Collateral for the benefit of any Person. The Collateral Agent for the benefit of the Secured Parties is hereby granted an irrevocable fully paid license or other right (including each Grantor's rights under any license or any franchise agreement), each of which shall remain in full force and effect until the Facility Termination Date, to use, without charge, each of the labels, Patents, Copyrights, names, trade secrets, trade names, Trademarks and advertising matter, or any property of a similar nature owned or licensed by any Grantor, as it pertains to the Collateral, in completing production of, advertising for sale and selling any Collateral. If any of the Collateral shall require repairs, maintenance, preparation or the like, or is in process or other unfinished state, the Collateral Agent shall have the right, but shall not be obligated, to perform such repairs, maintenance, preparation, processing or completion of manufacturing for the purpose of putting the same in such saleable form as the Collateral Agent shall deem appropriate, but the Collateral Agent shall have the right to sell or dispose of the Collateral without such processing and no Grantor shall have any claim against the Collateral Agent for the value that may have been added to such Collateral with such processing. In addition, each Grantor agrees that in the event notice is necessary under applicable law, written notice mailed to such Grantor in the manner specified herein ten (10) days prior to the date of public sale of any of the Collateral or prior to the date after which any private sale or other disposition of the Collateral will be made shall constitute commercially reasonable notice to such Grantor. All notice is hereby waived with respect to any of the Collateral which threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Collateral Agent may purchase all or any part of the Collateral at public or, if permitted by law, private sale, free from any right of redemption which is hereby expressly waived by such Grantor and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Secured Obligations. Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of certain of the Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act"), and applicable state law, and may be otherwise delayed or adversely affected in effecting any sale by reason of present or future restrictions thereon imposed by governmental authorities ("Affected Collateral"), and that as a consequence of such prohibitions and restrictions the Collateral Agent may be compelled (i) to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire Affected Collateral for their own account, for investment and not with a view to the distribution or resale thereof, or (ii) to seek regulatory approval of any proposed sale or sales, or (iii) to limit the amount of Affected Collateral sold to any Person or group. Each Grantor agrees and acknowledges that private sales so made may be at prices and upon terms less favorable to such Grantor than if such Affected Collateral was sold either at public sales or at private sales not subject to other regulatory restrictions, and that the Collateral Agent has no obligation to delay the sale of any Affected Collateral for

the period of time necessary to permit the Grantor or any other Person to register or otherwise qualify them under or exempt them from any applicable restriction, even if such Grantor or other Person would agree to register or otherwise qualify or exempt such Affected Collateral so as to permit a public sale under the Securities Act or applicable state law. Each Grantor further agrees, to the extent permitted by applicable law, that the use of private sales made under the foregoing circumstances to dispose of Affected Collateral shall be deemed to be dispositions in a commercially reasonable manner. Each Grantor hereby acknowledges that a ready market may not exist for Affected Collateral that is not traded on a national securities exchange or quoted on an automated quotation system.

The net cash proceeds resulting from the collection, liquidation, sale, or other disposition of the Collateral shall be applied first to the expenses (including all Attorneys' Costs) of retaking, holding, storing, processing and preparing for sale, selling, collecting, liquidating and the like, and then to the satisfaction of all Secured Obligations in accordance with the terms of Section 7.03 of the Credit Agreement. Each Grantor shall be liable to the Collateral Agent, for the benefit of the Secured Parties, and shall pay to the Collateral Agent, for the benefit of the Secured Parties, on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral.

13. **Attorney-in-Fact.** Each Grantor hereby appoints the Collateral Agent as the Grantor's attorney-in-fact for the purposes of carrying out the provisions of this Security Agreement and taking any action and executing any instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest; provided, that the Collateral Agent shall have and may exercise rights under this power of attorney only upon the occurrence and during the continuance of an Event of Default. Without limiting the generality of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right and power

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (a) above;

(c) to endorse such Grantor's name on any checks, notes, drafts or any other payment relating to or constituting proceeds of the Collateral which comes into the Collateral Agent's possession or the Collateral Agent's control, and deposit the same to the account of the Collateral Agent, for the benefit of the Secured Parties, on account and for payment of the Secured Obligations.

(d) to file any claims or take any action or institute any proceedings that the Collateral Agent may deem necessary or desirable for the collection of any of the

Collateral or otherwise to enforce the rights of the Collateral Agent, for the benefit of the Secured Parties, with respect to any of the Collateral; and

(e) to execute, in connection with any sale or other disposition of Collateral provided for herein, any endorsement, assignments, or other instruments of conveyance or transfer with respect thereto.

14. Reinstatement. The granting of a security interest in the Collateral and the other provisions hereof shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Secured Obligations is rescinded or must otherwise be returned by any Secured Party or is repaid by any Secured Party in whole or in part in good faith settlement of a pending or threatened avoidance claim, whether upon the insolvency, bankruptcy or reorganization of any Grantor or any other Loan Party or otherwise, all as though such payment had not been made. The provisions of this Section 14 shall survive repayment of all of the Secured Obligations and the termination or expiration of this Security Agreement in any manner, including but not limited to termination upon occurrence of the Facility Termination Date.

15. Certain Waivers by the Grantors. Each Grantor waives to the extent permitted by applicable law (a) any right to require any Secured Party or any other obligee of the Secured Obligations to (x) proceed against any Person or entity, including without limitation any Loan Party, (y) proceed against or exhaust any Collateral or other collateral for the Secured Obligations, or (z) pursue any other remedy in its power; (b) any defense arising by reason of any disability or other defense of any other Person, or by reason of the cessation from any cause whatsoever of the liability of any other Person or entity, (c) any right of subrogation, and (d) any right to enforce any remedy which any Secured Party or any other obligee of the Secured Obligations now has or may hereafter have against any other Person and any benefit of and any right to participate in any collateral or security whatsoever now or hereafter held by the Collateral Agent for the benefit of the Secured Parties. Each Grantor authorizes each Secured Party and each other obligee of the Secured Obligations without notice (except notice required by applicable law) or demand and without affecting its liability hereunder or under the Loan Documents from time to time to: (i) take and hold security, other than the Collateral herein described, for the payment of such Secured Obligations or any part thereof, and exchange, enforce, waive and release the Collateral herein described or any part thereof or any such other security; and (ii) apply such Collateral or other security and direct the order or manner of sale thereof as such Secured Party or obligee in its discretion may determine.

The Collateral Agent may at any time deliver (without representation, recourse or warranty) the Collateral or any part thereof to a Grantor and the receipt thereof by such Grantor shall be a complete and full acquittance for the Collateral so delivered, and the Collateral Agent shall thereafter be discharged from any liability or responsibility therefor.

16. Continued Powers. Until the Facility Termination Date shall have occurred, the power of sale and other rights, powers and remedies granted to the Collateral Agent for the benefit of the Secured Parties hereunder shall continue to exist and may be exercised by the Collateral Agent at any time and from time to time irrespective of the fact that any of the Secured

Obligations or any part thereof may have become barred by any statute of limitations or that any part of the liability of any Grantor may have ceased.

17. **Other Rights.** The rights, powers and remedies given to the Collateral Agent for the benefit of the Secured Parties by this Security Agreement shall be in addition to all rights, powers and remedies given to the Collateral Agent or any Secured Party under any other Loan Document or by virtue of any statute or rule of law. Any forbearance or failure or delay by the Collateral Agent in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of such right, power or remedy, and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and every right, power and remedy of the Secured Parties shall continue in full force and effect until such right, power or remedy is specifically waived in accordance with the terms of the Credit Agreement.

18. **Anti-Marshaling Provisions.** The right is hereby given by each Grantor to the Collateral Agent, for the benefit of the Secured Parties, to make releases (whether in whole or in part) of all or any part of the Collateral agreeable to the Collateral Agent without notice to, or the consent, approval or agreement of other parties and interests, including junior lienors, which releases shall not impair in any manner the validity of or priority of the Liens and security interests in the remaining Collateral conferred hereunder, nor release any Grantor from personal liability for the Secured Obligations. Notwithstanding the existence of any other security interest in the Collateral held by the Collateral Agent, for the benefit of the Secured Parties, the Collateral Agent shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided in this Security Agreement. Each Grantor hereby waives any and all right to require the marshaling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein or in any other Loan Document.

19. **Entire Agreement.** This Security Agreement and each Security Joinder Agreement, together with the Credit Agreement and other Loan Documents, constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, agreements and understandings, inducements, commitments or conditions, express or implied, oral or written, except as contained in the Loan Documents. The express terms hereof and of the Security Joinder Agreements control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof or thereof. Neither this Security Agreement nor any Security Joinder Agreement nor any portion or provision hereof or thereof may be changed, altered, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than as provided in the Credit Agreement.

20. **Third Party Reliance.** Each Grantor hereby consents and agrees that all issuers of or obligors in respect of any Collateral, and all securities intermediaries, warehousemen, bailees, public officials and other Persons having any interest in, possession of, control over or right, privilege, duty or discretion in respect of, any Collateral shall be entitled to accept the provisions hereof and of the Security Joinder Agreements as conclusive evidence of the right of the Collateral Agent, on behalf of the Secured Parties, to exercise its rights hereunder or thereunder with respect to the Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by any Grantor or any other Person to any of such Persons.

21. Binding Agreement; Assignment.

(a) This Security Agreement and each Security Joinder Agreement, and the terms, covenants and conditions hereof and thereof, shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns, except that no Grantor shall be permitted to assign this Security Agreement, any Security Joinder Agreement or any interest herein or therein or, except as expressly permitted herein or in the Credit Agreement, in the Collateral or any part thereof or interest therein. Without limiting the generality of the foregoing sentence of this Section 21, the Lenders may assign to one or more Persons, or grant to one or more Persons participations in or to, all or any part of its rights and obligations under the Credit Agreement (to the extent permitted by the Credit Agreement); and to the extent of any such assignment or participation such other Person shall, to the fullest extent permitted by law, thereupon become vested with all the benefits in respect thereof granted to the Lenders herein or otherwise, subject however, to the provisions of the Credit Agreement, including Section 10.06 thereof concerning assignments and participations. All references herein to the Collateral Agent and to the Secured Parties shall include any successor thereof or permitted assignee, and any other obligees from time to time of the Secured Obligations.

(b) On the Closing Date, the Security Agreement, dated as of August 16, 2006, among each of the Grantors (as defined therein) and Bank of America, N.A., as Collateral Agent (the "Existing Security Agreement") shall be amended and restated in its entirety by this Agreement, and the Existing Security Agreement shall thereafter be of no further force and effect, except to evidence (i) the obligations of the Grantors (as defined therein), Liens and security interests created under the Existing Security Agreement and (ii) any action or omission performed or required to be performed pursuant to such Existing Security Agreement prior to the Closing Date. This Agreement is not in any way intended to constitute a novation of the obligations and liabilities existing under the Existing Security Agreement or evidence payment of all or any portion of such obligations and liabilities.

(c) On and after the Closing Date, (i) all references to the Existing Security Agreement (or to any amendment or any amendment and restatement thereof) in the Loan Documents (other than this Agreement) shall be deemed to refer to the Existing Security Agreement, as amended and restated hereby, (ii) all references to any Article, Section or sub-clause of the Existing Security Agreement or in any Loan Document (but not herein) shall be amended to become, *mutatis mutandis*, references to the corresponding provisions of this Agreement and (iii) except as the context otherwise provides, on or after the Closing Date, all references to this Agreement herein (including for purposes of indemnification and reimbursement of fees) shall be deemed to be reference to the Existing Security Agreement, as amended and restated hereby.

(d) This amendment and restatement is limited as written and is not a consent to any other amendment, restatement or waiver, whether or not similar and, except as expressly provided herein or in any other Loan Document, all terms and conditions of the Loan Documents remain in full force and effect unless otherwise specifically amended hereby or any other Loan Document.

22. Related Credit Arrangements. All obligations of each Grantor under or in respect of Related Credit Arrangements to which the Lenders or their respective Affiliates is a party shall be deemed to be Secured Obligations secured hereby, and the Lenders or Affiliate of such Lender party to any such Related Credit Arrangement shall be deemed to be a Secured Party hereunder with respect to such Secured Obligations.

So long as any Obligation remains outstanding under the Loan Documents, no Secured Party other than the Lenders shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document or otherwise in respect of the Collateral (including the release or impairment of any Collateral). Each Secured Party other than the Lenders shall be deemed to have acknowledged and accepted the appointment of the Collateral Agent pursuant to the terms hereof, and that with respect to the actions and omissions of the Collateral Agent hereunder or otherwise relating hereto that do or may affect such Secured Party, the Collateral Agent and each of its Related Parties shall not have liability to any such Secured Party and each such Secured Party shall indemnify the Collateral Agent for its pro rata share of fees and expenses not otherwise reimbursed by the Borrower.

23. Severability. The provisions of this Security Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Security Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

24. Counterparts. This Security Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Security Agreement to produce or account for more than one such counterpart executed by the Grantor against whom enforcement is sought. Without limiting the foregoing provisions of this Section 24, the provisions of Section 10.10 of the Credit Agreement shall be applicable to this Security Agreement.

25. Termination. Subject to the provisions of Section 14, this Security Agreement and each Security Joinder Agreement, and all obligations of the Grantors hereunder (excluding those obligations and liabilities that expressly survive such termination) shall terminate without delivery of any instrument or performance of any act by any party on the Facility Termination Date. Upon such termination of this Security Agreement, the Collateral Agent shall, at the request and sole expense of the Grantors, promptly deliver to the Grantors such termination statements and take such further actions as the Grantors may reasonably request to terminate of record, or otherwise to give appropriate notice of the termination of, any Lien conferred hereunder.

26. Notices. Any notice required or permitted hereunder shall be given (a) with respect to the Grantors, at the address of the Borrower indicated in Schedule 10.02 of the Credit Agreement, and (b) with respect to the Collateral Agent or any other Secured Party, at the Lenders' address indicated in Schedule 10.02 of the Credit Agreement. All such addresses may

be modified, and all such notices shall be given and shall be effective, as provided in Schedule 10.02 of the Credit Agreement for the giving and effectiveness of notices and modifications of addresses thereunder.

27. Joinder. Each Person who shall at any time execute and deliver to the Collateral Agent a Security Joinder Agreement substantially in the form attached as Exhibit B hereto shall thereupon irrevocably, absolutely and unconditionally become a party hereto and obligated hereunder as a Grantor and shall have thereupon pursuant to Section 2 hereof granted a security interest in and collaterally assigned to the Collateral Agent for the benefit of the Secured Parties all Collateral in which it has at its Applicable Date or thereafter acquires any interest or the power to transfer, and all references herein and in the other Loan Documents to the Grantors or to the parties to this Security Agreement shall be deemed to include such Person as a Grantor hereunder. Each Security Joinder Agreement shall be accompanied by the Supplemental Schedules referred to therein, appropriately completed with information relating to the Grantor executing such Security Joinder Agreement and its property. Each of the applicable Schedules attached hereto shall be deemed amended and supplemented without further action by such information reflected on the Supplemental Schedules.

28. Rules of Interpretation. The rules of interpretation contained in Sections 1.02 and 1.05 of the Credit Agreement shall be applicable to this Security Agreement and each Security Joinder Agreement and are hereby incorporated by reference. All representations and warranties contained herein shall survive the delivery of documents and any Credit Extensions referred to herein or secured hereby.

29. Governing Law; Waivers. **THE PROVISIONS OF SECTIONS 10.14 AND 10.15 OF THE CREDIT AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.**

[Signature pages follow]

Schedule 1

For purposes of this Security Agreement, a "Qualifying Control Agreement" shall mean each of the following, as applicable to the respective items or types of property in which the Grantor now has or may hereafter acquire an interest:

(a) With respect to Investment Property credited to any securities account, an agreement executed by the applicable securities intermediary in such form as may be consented to by the Collateral Agent in its discretion;

(b) With respect to tangible personal property Collateral in the possession, custody or control of any warehouseman or other bailee, an acknowledgment and agreement executed by the bailee (each, a "Custodian"), in form and substance acceptable to the Collateral Agent and in which the Custodian (i) acknowledges the Lien created hereunder (and, in the case of any Custodian of tangible personal property, that such Custodian holds such Collateral for the Collateral Agent for the benefit of the Secured Parties), (ii) agrees to discontinue accepting requests or demands from or on behalf of the applicable Grantor for access to or possession of any Collateral of which it is Custodian upon receipt of notice from the Collateral Agent that a Default or Event of Default has occurred and is continuing (a "Default Notice"), until such time as the Collateral Agent may furnish it with a subsequent notice that such Default or Event of Default has been cured or waived, (iii) agrees that it will comply with instructions from the Collateral Agent directing the disposition of the Collateral of which it is Custodian, without requiring further consent from the Grantor, delivered with or following receipt of any Default Notice from the Collateral Agent, (iv) agrees that it will not consent to or acknowledge any Lien on Collateral of which it is Custodian in favor of any other Person until it receives notice from the Collateral Agent that all Liens on such Collateral in favor of the Secured Parties have been released or terminated, (v) agrees to waive or subordinate to the Lien conferred hereunder, on terms acceptable to the Collateral Agent, any lien, claim, or right of setoff or recoupment (whether statutory or consensual) in favor of the Custodian on any of the Collateral and (vi) in the case of any warehouseman or other bailee of tangible personal property collateral, agrees to deliver (and accompanies such agreement with any then existing) warehouse receipts or other Documents pertaining to such Collateral;

(c) With respect to Deposit Accounts Collateral in the custody or control of any depository institution, an acknowledgment and agreement executed by the Custodian and Grantor, in form and substance acceptable to the Collateral Agent and in which the Custodian (i) acknowledges the Lien created hereunder (and, in the case of any Custodian of tangible personal property, that such Custodian holds such Collateral for the Collateral Agent for the benefit of the Secured Parties), (ii) agrees that it will comply with instructions from the Collateral Agent directing the disposition of the Collateral of which it is Custodian, without requiring further consent from the Grantor, delivered with or following receipt of any Default Notice from the Collateral Agent (iii) agrees that it will not consent to or acknowledge any Lien on Collateral of which it is Custodian in favor of any other Person until it receives notice from the Collateral Agent that all Liens on such

Collateral in favor of the Secured Parties have been released or terminated and (iv) agrees to waive or subordinate to the Lien conferred hereunder, on terms acceptable to the Collateral Agent, any lien, claim, or right of setoff or recoupment (whether statutory or consensual) in favor of the Custodian on any of the Collateral; provided, however, Deposit Account Custodians may retain a prior Lien solely for the payment of routine deposit account maintenance and activity charges; and

(d) With respect to any Investment Property in the form of uncertificated securities, an agreement of the issuer of such Investment Property in form and substance acceptable to the Collateral Agent sufficient to confer control (within the meaning of Section 9-106 of the UCC) over such property and containing such other terms and provisions as the Collateral Agent may reasonably request.

IN WITNESS WHEREOF, the undersigned has caused this Amended and Restated Security Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

L-1 IDENTITY SOLUTIONS, INC.

By: _____

Name: James DePalma

Title: Treasurer + Chief Financial Officer

IMAGING AUTOMATION, INC.

By: _____

Name: James DePalma

Title: Treasurer

TRANS DIGITAL TECHNOLOGIES CORPORATION

By: _____

Name: James DePalma

Title: Treasurer

IBT ACQUISITION, LLC

By: L-1 IDENTITY SOLUTIONS, INC., its sole member

By: _____

Name: James DePalma

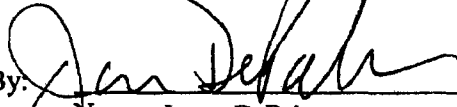
Title: Treasurer

[Signature page to Amended and Restated Security Agreement]

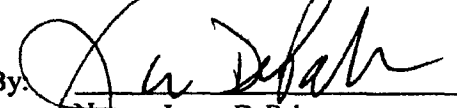
TRADEMARK

REEL: 003431 FRAME: 0035

IRIDIAN TECHNOLOGIES, INC.


By: 
Name: James DePalma
Title: Treasurer

IDENTIX INCORPORATED

By: 
Name: James DePalma
Title: Treasurer

IDENTIX IDENTIFICATION SERVICES,
LLC

By: IDENTIX INCORPORATED, its sole
member

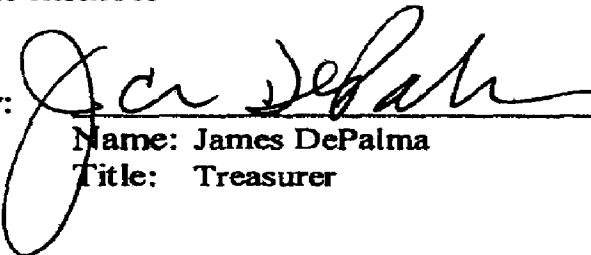
By: 
Name: James DePalma
Title: Treasurer

[Signature page to Amended and Restated Security Agreement]

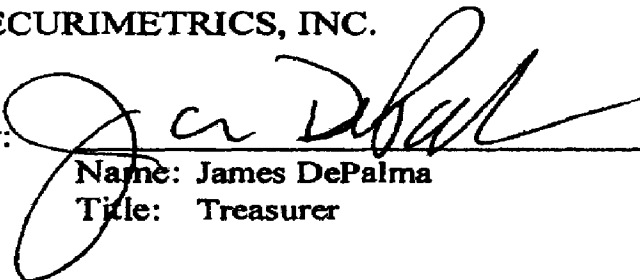
**INTEGRATED BIOMETRIC
TECHNOLOGY, LLC**

**By: IBT ACQUISITION, LLC, its sole
member**

**By: L-1 IDENTITY SOLUTIONS, INC., its
sole member**

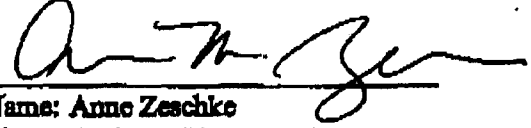
By: 
Name: James DePalma
Title: Treasurer

SECURIMETRICS, INC.

By: 
Name: James DePalma
Title: Treasurer

[Signature page to Amended and Restated Security Agreement]

**BANK OF AMERICA, N.A.,
as Collateral Agent**

By: 
Name: Anne Zeschke
Title: Assistant Vice President

[Signature page to Amended and Restated Security Agreement]

Schedule 1

For purposes of this Security Agreement, a "Qualifying Control Agreement" shall mean each of the following, as applicable to the respective items or types of property in which the Grantor now has or may hereafter acquire an interest:

(a) With respect to Investment Property credited to any securities account, an agreement executed by the applicable securities intermediary in such form as may be consented to by the Collateral Agent in its discretion;

(b) With respect to tangible personal property Collateral in the possession, custody or control of any warehouseman or other bailee, an acknowledgment and agreement executed by the bailee (each, a "Custodian"), in form and substance acceptable to the Collateral Agent and in which the Custodian (i) acknowledges the Lien created hereunder (and, in the case of any Custodian of tangible personal property, that such Custodian holds such Collateral for the Collateral Agent for the benefit of the Secured Parties), (ii) agrees to discontinue accepting requests or demands from or on behalf of the applicable Grantor for access to or possession of any Collateral of which it is Custodian upon receipt of notice from the Collateral Agent that a Default or Event of Default has occurred and is continuing (a "Default Notice"), until such time as the Collateral Agent may furnish it with a subsequent notice that such Default or Event of Default has been cured or waived, (iii) agrees that it will comply with instructions from the Collateral Agent directing the disposition of the Collateral of which it is Custodian, without requiring further consent from the Grantor, delivered with or following receipt of any Default Notice from the Collateral Agent, (iv) agrees that it will not consent to or acknowledge any Lien on Collateral of which it is Custodian in favor of any other Person until it receives notice from the Collateral Agent that all Liens on such Collateral in favor of the Secured Parties have been released or terminated, (v) agrees to waive or subordinate to the Lien conferred hereunder, on terms acceptable to the Collateral Agent, any lien, claim, or right of setoff or recoupment (whether statutory or consensual) in favor of the Custodian on any of the Collateral and (vi) in the case of any warehouseman or other bailee of tangible personal property collateral, agrees to deliver (and accompanies such agreement with any then existing) warehouse receipts or other Documents pertaining to such Collateral;

(c) With respect to Deposit Accounts Collateral in the custody or control of any depository institution, an acknowledgment and agreement executed by the Custodian and Grantor, in form and substance acceptable to the Collateral Agent and in which the Custodian (i) acknowledges the Lien created hereunder (and, in the case of any Custodian of tangible personal property, that such Custodian holds such Collateral for the Collateral Agent for the benefit of the Secured Parties), (ii) agrees that it will comply with instructions from the Collateral Agent directing the disposition of the Collateral of which it is Custodian, without requiring further consent from the Grantor, delivered with or following receipt of any Default Notice from the Collateral Agent (iii) agrees that it will not consent to or acknowledge any Lien on Collateral of which it is Custodian in favor of any other Person until it receives notice from the Collateral Agent that all Liens on such

Collateral in favor of the Secured Parties have been released or terminated and (iv) agrees to waive or subordinate to the Lien conferred hereunder, on terms acceptable to the Collateral Agent, any lien, claim, or right of setoff or recoupment (whether statutory or consensual) in favor of the Custodian on any of the Collateral; provided, however, Deposit Account Custodians may retain a prior Lien solely for the payment of routine deposit account maintenance and activity charges; and

(d) With respect to any Investment Property in the form of uncertificated securities, an agreement of the issuer of such Investment Property in form and substance acceptable to the Collateral Agent sufficient to confer control (within the meaning of Section 9-106 of the UCC) over such property and containing such other terms and provisions as the Collateral Agent may reasonably request.

Patents

Patents and applications of L-1 Identity Solutions, Inc.

DOCKET NUMBER	TITLE	FILING DATE/ SERIAL NUMBER/ GROUP ART UNIT/ PUBLICATION No.
LTH-035	System and Method for Object Recognition that Account for Noise (by Julian L. Center, Jr.)	February 28, 2003 10/377,261 Group 2621
LTH-056	System and Method to Account for Intra-Object Variation for Image Recognition (by Dennis Ehn)	February 27, 2003 10/377,252 Group 2623
LTH-060	System and Method for Recognition Using an Interactive Search (by Francis Cusack and Jay Bortolussi)	February 27, 2003 10/377,251 Group 2621
LTH-069	System and Method for Image Recognition Using Stream Data (by Dennis C. Ehn, and Francis J. Cusack, Jr.)	February 27, 2003 10/377,591 Group 2621
LTH-070	System and Method for Object Recognition Using a Superposition of Images (By Dennis C. Ehn)	February 27, 2003 10/377,402 Group 2623

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DOCKET NUMBER	TITLE	FILING DATE/ SERIAL NUMBER/ GROUP ART UNIT / PUBLICATION No.
LTH-071	Systems and Methods for Forming a Reduced-Glare Image (by Denis K. Berube, Francis J. Cusack, Jr., and Dennis C. Ehn)	February 27, 2003 10/377,405 Group 2673
LTH-095	System and Method for Image Recognition with Angular Discrimination (by Denis K. Berube, and Michael S. Saulnier)	February 28, 2003 10/377,157 Group 2131
LTH-100	System and Method for Recognizing Objects Using Independent Component Analysis (by Dennis C. Ehn and Richard C. Chase)	February 27, 2003 10/377,583 Group 2623
LTH-104	Real-time Facial Recognition and Verification System (by Denis K. Berube, and Francis J. Cusack, Jr.)	March 15, 2002 10/098,304 Group 2621
LTH-110	Systems and Methods for Standardizing a Feature Found in an Image (by Dennis C. Ehn, and Richard C. Chase)	February 27, 2003 10/377,592 Group 2623
LTH-113	Shadow and Glare Detection in a Facial Image (by Elena V. Dotsenko)	December 5, 2002 10/313,969 Group 2623
LTH-122	Method and System for Monitoring a Facility (by Dennis C. Ehn)	February 28, 2003 10/377,158 Group 2623

DOCKET NUMBER	TITLE	FILING DATE/ SERIAL NUMBER/ GROUP ART UNIT / PUBLICATION No.
LTH-126	Lightening Correction For The Outdoor Environment With Extension To The Self Adjusting Algorithm For General Lighting Conditions (by Elena V. Dotsenko)	January 10, 2003 10/340,111 Group 2623
LTH-129	System and Method for Issuing a Security Unit After Determining Eligibility by Image Recognition (by Cam Queeno)	February 28, 2003 10/377,160 Group 2625
VIH-037RCE	System And Method for Recognizing an Individual While Providing Display Data to the Individual (by Marc Hodosh, and Michael Mazzu)	July 19, 2002 10/198,884 Group 2623
VIH-037CPCN	System and Method for Recognizing an Individual While Providing Display Data to the Individual (Leo Shteyman, Francis Cusack, Jr., Umar Hammoud, and Michael Mazzu)	November 24, 2003 10/722,684 Group 2623
VIH-058	Method And System To Authenticate An Object (Mark R. Mallalieu, James Kottas and Mohamed Lazzoumi)	August 19, 2005 11/208,356 Group 2165 2006/0074986

DOCKET NUMBER	TITLE	FILING DATE/ SERIAL NUMBER/ GROUP ART UNIT / PUBLICATION No.
VIH-058PC PCT Application	Method And System To Authenticate An Object (Mark R. Mallalieu, James Kottas and Mohamed Lazzouni)	August 19, 2005 PCT/US05/29735

DOCKET NUMBER	TITLE	PATENT NUMBER
LTH-001	Apparatus for Coupling Multiple Data Sources Into A Printed Document (by William C. Bradley and Mark L. Mesher)	5,757,431
LTH-001CP	Apparatus and Coupling Multiple Data Sources Into A Printed Document (by William C. Bradley and Mark L. Mesher)	5,771,071
LTH-001CPCN	Apparatus For Coupling Multiple Data Sources Into A Printed Document (by William C. Bradley and Mark L. Mesher)	6,650,370 B1
LTH-009RCE	Systems and Methods for Identifying Images (by Lee G. Slocum and Yona Weider)	6,430,306 B2
LTH-041	Identification Card Verification System (by Daozheng Lu and Simon W. Lu)	5,432,864

DOCKET NUMBER	TITLE	FILING DATE/ SERIAL NUMBER/ GROUP ART UNIT / PUBLICATION No.
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LTH-064CPA	Real-Time Facial Recognition and Verification System (by Jay F. Bortolussi, Francis J. Cusack, Jr., Dennis C. Ehn, Thomas M. Kuzeja and Michael S. Saulnier)	6,292,575 B1
LTH-064CNRCE	Real-Time Facial Recognition and Verification System (by Jay F. Bortolussi, Francis J. Cusack, Jr., Dennis C. Ehn, Thomas M. Kuzeja and Michael S. Saulnier)	6,681,032 B2

Additional patents and applications of L-1 Identity Solutions, Inc.

Status	Docket Number/SubCase	Case Type	Serial Number	ClientReference #	App Date	Filing Date	Iss Date
	29109-501/	ORD	Granted		09/118597	6,269,169	17-Jul-1998
	<i>Country:</i> United States of America						31-Jul-2001
	<i>Title:</i> SECURE DOCUMENT READER AND METHOD THEREFOR						
	29109-502/	ORD	Granted		09/573738	6,593,962	18-May-2000
	<i>Country:</i> United States of America						15-Jul-2003
	<i>Title:</i> IMAGE RECORDING FOR A DOCUMENT GENERATION SYSTEM						
	29109-503/	ORD	Granted		08/856100	6,088,133	14-May-1997
	<i>Country:</i> United States of America						11-Jul-2000
	<i>Title:</i> OPTICS FOR DOCUMENT SCANNER						
	29109-504/	PRO	Pending		60/585628		06-Jul-2004
	<i>Country:</i> United States of America						
	<i>Title:</i> DOCUMENT CLASSIFICATION AND AUTHENTICATION						
	29109-505/	ORD	Published		11/176780		06-Jul-2005
	<i>Country:</i> United States of America						
	<i>Title:</i> DOCUMENT CLASSIFICATION AND AUTHENTICATION						

Patents and Applications of Imaging Automation, Inc.

29109-501/008	PCT	Granted	2337951 2337951	27-Apr-1999 20-Jan-2004
<i>Country:</i> Canada				
<i>Title:</i> SECURE DOCUMENT READER AND METHOD THEREFOR				
29109-501/019	PCT	Pending	99921501.5	27-Apr-1999
<i>Country:</i> European Patent Convention				
<i>Title:</i> SECURE DOCUMENT READER AND METHOD THEREFOR				
29109-501/061	ORD	National	US99/09169	27-Apr-1999
<i>Country:</i> Patent Cooperation Treaty				
<i>Title:</i> SECURE DOCUMENT READER AND METHOD THEREFOR				
29109-502/008	PCT	Granted	2409224 2409224	18-May-2001 18-Jul-2006
<i>Country:</i> Canada				
<i>Title:</i> IMAGE RECORDING FOR A DOCUMENT GENERATION SYSTEM				
29109-502/019	PCT	Published	01937810.8	18-May-2001
<i>Country:</i> European Patent Convention				
<i>Title:</i> IMAGE RECORDING FOR A DOCUMENT GENERATION SYSTEM				
29109-502/032	PCT	Pending	2001-585503	18-May-2001
<i>Country:</i> Japan				
<i>Title:</i> IMAGE RECORDING FOR A DOCUMENT GENERATION SYSTEM				

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29109-502/061

ORD

National

US01/40767

18-May-2001

Country: Patent Cooperation Treaty

Title: IMAGE RECORDING FOR A DOCUMENT GENERATION SYSTEM

29109-504/061

ORD

Published

US05/23964

06-Jul-2005

Country: Patent Cooperation Treaty

Title: DOCUMENT CLASSIFICATION AND AUTHENTICATION

Iridian Technologies, Inc. – Patents

<u>US Patent No.</u>	<u>Patent Title</u>	<u>Description</u>	<u>Expiration Date</u>
5,717,512	Compact Image Steering and Focusing Device	Motor-driven steering and focusing device for iris image capture.	5/14/16
5,953,440	Method of Measuring the Focus of Close-up Image of Eyes	Method for focus assessment in iris images.	12/1/17
6,021,210	Image Subtraction to Remove Ambient Illumination	Method for multi-frame image capture and analysis to remove specular reflections.	11/30/17
6,005,704	Cable Driven Image Steering and Focusing Device	Motor-driven steering and focusing device for iris image capture.	11/27/17
6,088,470	Method and Apparatus for Removal of Bright Spots by the Fusion of Multiple Images	Method for multi-frame image capture and analysis to remove specular reflections.	1/26/18
5,978,494	Method of Selecting the Best Enroll Image for Personal Identification	Method for automatic selection of enrollment image.	03/03/18
6,594,399	Method and Apparatus for Integrating Multiple 1-D Filters into a Digital Image Stream Interface	Method for efficient implementation of 2-D filters for digital images.	5/13/18
6,069,967	Method and Apparatus for Illuminating and Imaging Eyes Through Eyeglasses	Method and device for iris illumination using infrared light and IR bandpass filters in the camera	11/1/17

<u>US Patent No.</u>	<u>Patent Title</u>	<u>Description</u>	<u>Expiration Date</u>
6,064,752	Method and Apparatus for Positioning Subjects Before a Single Camera	optics. Method for providing guidance to a user regarding correct eye position for iris image capture.	11/3/17
None	Method and Apparatus for Acquiring Images of Irises for Use in Biometric Verification and Recognition	Iris imaging system employing gimbaled camera(s), multiple illuminators, and real-time image processing to achieve fully automatic image capture over a relatively large capture volume.	8/21/17 (Int'l)
6,320,610	Compact Image Steering Device Compact Imaging Device Incorporating Rotatably Mounted Cameras	Motor-driven steering and focusing device for iris image capture.	12/30/18
6,553,494	Method and Apparatus for Securely Transmitting and Authenticating Raw Biometric Data over a Network	Method for encrypting and digitally signing biometric data to assure privacy, integrity, and security during storage and transmission.	1/17/19 (US) 11/3/21 (Int'l)
6,332,193	Method and Apparatus for Applying and Verifying a Biometric Based Digital Signature to an Electronic Document	Method for using biometric data to authenticate a digital signature on a document.	7/20/19 (US)
6,516,087	Real-time Correlation Based Stereo on General Purpose Computing Hardware	Method for high speed comparison of two images using correlation techniques.	1/09/20
6,503,163	Precision Cable Drive System	Device for driving and controlling optical components in an automated imaging system.	12/19/19
6,299,306	Method and Apparatus for Positioning Subjects using a Holographic Optical Element	Method for providing guidance to a user regarding correct eye position for iris image capture.	3/30/20
6,540,392	Micro-Illuminator for Use with Image Recognition System	Illumination device for use in iris recognition that minimizes reflections from eyeglasses.	3/30/20
4,641,349	Iris Recognition System	Method of personal authentication based on comparison of images of the iris.	2/20/05 (US) 2/04/06 (EU) 2/19/06

<u>US Patent No.</u>	<u>Patent Title</u>	<u>Description</u>	<u>Expiration Date</u>
5,291,560	Biometric Personal Identification System Based on Iris Analysis	Method for determining boundaries of the iris, encoding the iris texture features as a compact, fixed-length digital template, and matching a template from an unidentified person to one or more previously generated enrollment templates to verify or determine their identity.	(Canada, Israel, Mexico) 7/14/11 (US) 10/10/12 (Int'l)
6,377,699	Iris Imaging Telephone Security Module and Method	Compact iris imaging device that can be integrated into a portable phone to secure access to the phone.	11/24/18 (US) 11/09/19 (Int'l)
6,483,930	Iris Imaging Telephone Security Module and Method (CIP of 6,377,699)	Compact iris imaging device that can be integrated into a portable phone to secure access to the phone.	5/11/19
6,289,113	Handheld Iris Imaging Apparatus and Method	Portable, handheld iris imaging device for self-imaging or assisted imaging of another party.	11/24/18
6,505,193	System and Method of Fast Biometric Database Searching Using Digital Certificates	Method for using digital certificates to partition the enrollment database to enable faster biometric identification.	11/30/19
6,532,298 3/11/03	Portable Authentication Device and Method Using Iris Patterns (Iris Key)	Portable device capable of capturing images and generating recognition templates for transmission to a remote matching component.	9/13/19
6,424,727	System and Method of Animal Identification and Animal Transaction Authorization Using Iris Patterns	System for authenticating animals and persons involved in animal transactions.	11/8/19
6,753,919	Fast Focus Assessment System and Method for Imaging	Method for high speed assessment of focus quality of iris images.	11/24/18 (US) 9/11/21 (Int'l)

Identix Incorporated - Patents

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
Design Patent 325,196	666,417 3/8/91	CABINET FOR OPTICAL IMAGING OF FINGERPRINTS	4/7/92
Design Patent 346,158	674, 728 3/25/91	CABINET HOUSING FOR OPTICAL IMAGING OF FINGERPRINTS	4/19/94
Design Patent 348,445	828,704 1/31/92	HAND HELD FINGERPRINT SCANNER FOR IMAGING AND CAPTURING A PHOTOGRAPHIC IMAGE	7/5/94
Design Patent 351,144	16,321 12/7/93	HANDHELD FINGER PRINT SCANNER FOR IMAGING AND CAPTURING A PHOTOGRAPHIC IMAGE	10/4/94
Digital Biometrics, Inc.			

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
4,792,226 C.F.A. Technologies, Inc.	20,326 / 2/27/87	OPTICAL FINGERPRINTING SYSTEM	12/20/88

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
4,933,976 C.F.A. Technologies, Inc.	148,066 / 1/25/88	SYSTEM FOR GENERATING ROLLED FINGERPRINT IMAGES	6/12/90

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,067,162 Identix Incorporated	07/879,987 06/30/86	METHOD AND APPARATUS FOR VERIFYING IDENTITY USING IMAGE CORRELATION (Involving pattern based matching algorithm)	11/19/91
0251504 (Europe)	87304911.8 06/03/87		11/10/93
P3788085.3 (Germany)	87304911.8 06/03/87		11/10/93
0251504 (U.K.)	87304911.8 06/03/87		11/10/93
0251504 (Italy)	87304911.8 06/03/87		11/10/93
0251504 (Switzerland)	87304911.8 06/03/87		11/10/93
0251504 (France)	87304911.8 06/03/87		11/10/93
2742936 (Japan)	62-161405 06/30/87 87-6688 06/03/87		02/06/98

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,067,162 / (continued)			

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,222,152 Digital Biometrics, Inc	794,476 / 11/19/91	PORTABLE FINGERPRINT SCANNING APPARATUS FOR IDENTIFICATION VERIFICATION	6/22/93
0613576 (France)	93900565.8 11/17/92		6/12/96
0613576 (U.K.)	93900565.8 11/17/92		6/12/96
69211564.1 (Germany)	93900565.8 11/17/92		6/12/96
0613576 (Europe)	11/17/92 PCT/US92/0 9998 11/17/92	PORTABLE FINGERPRINT SCANNING APPARATUS FOR IDENTIFICATION VERIFICATION	- - -

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,230,025 Digital Biometrics, Inc.	575,796 8/31/90	METHOD AND APPARATUS FOR CAPTURING SKIN PRINT IMAGES (Dark Field Illumination)	7/20/93

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,416,573 Identix Incorporated	08/119,495 09/10/93	APPARATUS FOR PRODUCING FINGERPRINT IMAGES WHICH ARE SUBSTANTIALY FREE OF ARTIFACTS ATTRIBUTABLE TO MOISTURE ON THE FINGER BEING IMAGED	05/16/95

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,528,355 Identix Incorporated	08/209,804 03/11/94	AN ELECTRO-OPTIC PALM SCANNER SYSTEM EMPLOYING A NON-PLANAR PLATEN	6/18/96
689237 (Australia)	19990/95 03/10/95		8/13/98
	2185325 03/10/95		
0749612 (U.K.)	95913700.1 03/10/95		6/05/02
0749612 (France)	95913700.1 03/10/95		6/05/02
0749612 (Germany)	052751/95 03/10/95		2/5/99
2881594 (Japan)	052751/95 03/10/95		
	PCT/US95/ 03222 3/10/95		
5,650,842 Identix Incorporated	08/549,537 10/27/95	DEVICE AND METHOD FOR OBTAINING A PLAIN IMAGE OF MULTIPLE FINGERPRINTS	07/22/97

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,748,766 Identix Incorporated	08/640,006 04/30/96	METHOD AND DEVICE FOR REDUCING SMEAR IN ROLLED FINGERPRINT IMAGE	05/05/98
0976088 (Germany)	2,252,803 04/30/97 (Canada)		11/1/05
0976088 (France)	97922615.6 04/30/97		
0976088 (U.K.)	97922615.6 04/30/97		
	9-539259 04/30/97 (Japan)		
	US97/07427 04/30/97		

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,825,474 Identix Incorporated	08/549,152 10/27/1995	HEATED OPTICAL PLATEN COVER FOR A FINGERPRINT IMAGING SYSTEM	10/20/1998

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,011,858 Biometric Tracking, LLC	08/644,719 05/10/1996	MEMORY CARD HAVING A BIOMETRIC TEMPLATE STORED THEREON AND SYSTEM FOR USING SAME	01/04/00
6,038,332 Digital Biometrics, Inc.	08/924,694 9/5/97	METHOD AND APPARATUS FOR CAPTURING THE IMAGE OF A PALM	3/14/00
EP 1019867 (Europe – designating UK, France, Germany)	98944764.4 4/9/98		2/25/04
6,069,969 Identix Incorporated <i>[assigned from Identicator Technology]</i>	09/046,418 3/23/98	APPARATUS AND METHOD FOR ELECTRONICALLY ACQUIRING FINGERPRINT IMAGES	5/30/00

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,111,517 Visionics Corporation NOTE: Co-owned by Rockefeller University – New York, NY	08/774,556 12/30/96 PCT/US97/ 23585 12/29/97 09/561,880 5/1/00 (U.S.A.)	CONTINUOUS VIDEO MONITORING USING FACE RECOGNITION FOR ACCESS CONTROL	8/29/00
6,111,517 (continued)			

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,175,407 Identix Incorporated	09/215,682 12/17/1998	APPARATUS AND METHODS FOR OPTICALLY IMAGING FEATURES ON THE SURFACE OF A HAND (Rotatable Drum)	01/16/01
1157351	PCT/US99/30228 12/17/99		
99964289.5 12/17/99 (Europe)			
699 21 509.9 [] []	-Germany -France -UK		
003795 (Russia)	PCT/US99/30228 7/16/01 (Eurasia)		10/3/03
005038	20021292 12/26/02 (Eurasia; divisional) 2000-588719 12/17/99 (Japan)		

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,484,260 / Identix Incorporated	09/066,643 04/24/98 (PID)	PERSONAL IDENTIFICATION SYSTEM	11/19/02
2353386 (U.K.)	09/298,326 04/23/99 (U.S.A.; Son of PID)	PERSONAL IDENTIFICATION SYSTEM AND METHOD (PID and Son of PID)	08/06/03
	P19909894-6 04/26/99		
	P19983155.6 04/26/99 (Germany)		
	0025864.0 04/26/99 (Brazil)		
	2000-546486 04/26/99 (Japan)		
6,484,260 (continued)	PCT/US99/ 08990 04/26/99		
6,484,260 (continued)			

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,628,814 / Identix Incorporated	09/497,720 02/04/00 10/456,796 06/05/03 (U.S.A.) US01/03408 02/02/2001	EXPANSION CARD AND INTEGRATED FINGERPRINT ACQUISITION SYSTEM	9/30/03

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,636,975 Identix Incorporated	09/464,214 12/15/99	ACCESSING A SECURE RESOURCE USING CERTIFICATES BOUND WITH AUTHENTICATION INFORMATION	10/21/03
	00990942.5 (Europe)		
	2001-545966 (Japan)		
	PCT/US00/ 34178 12/15/00		
	89126957 12/15/00 (Taiwan)		

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
5,732,148 Identix Incorporated	08/308,098 09/16/94	APPARATUS AND METHOD FOR ELECTRONICALLY ACQUIRING FINGERPRINT IMAGES WITH LOW COST REMOVABLE PLATEN AND SEPARATE IMAGING DEVICE	03/24/98
<i>[assigned from Identicator Technology]</i>	95931778.5 09/05/95 (Europe)		
5,732,148 / (con't)	PCT/US95/ 11427		
5,732,148 / (con't)			

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,665,427 Identix Incorporated	09/255,744 02/23/99	APPARATUS AND METHOD FOR ELECTRONICALLY ACQUIRING FINGERPRINT IMAGES WITH LOW COST REMOVABLE PLATEN AND SEPARATE IMAGING DEVICE	12/16/03
[] Digital Biometrics, Inc.	60/162,592 10/29/99 09/698,624 / 10/27/00 (U.S.A.)	PORTABLE APPARATUS FOR IDENTIFICATION VERIFICATION	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated	60/184,958 2/25/00	SECURE TRANSACTION SYSTEM	
[] Identix Incorporated	09/792,391 02/23/01 (U.S.A.) 01925109.9 09/18/2002		
[] Identix Incorporated (from Visionics; recorded 10/22/03)	09/537,205 3/29/00	METHOD AND SYSTEMS FOR VIEWER MONITORING USING FACE DETECTION AND TRACKING	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,920,231 Identix Incorporated	09/607,488 6/30/00	METHOD AND SYSTEM OF MATCHING FOR OBJECT	7/19/05
from Visionics; recorded 10/22/03)	11/077,096 3/9/05 (CIP)	RECOGNITION, IN PARTICULAR FOR BIOMETRIC SEARCHES	
IDTXXP040		METHOD AND SYSTEM OF TRANSITIVE MATCHING FOR OBJECT RECOGNITION, IN PARTICULAR FOR BIOMETRIC SEARCHES	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,956,608 Identix Incorporated	09/637,063 8/11/00	FINGERPRINTING IMAGING DEVICE INCLUDING AN OPTICAL PLATE HAVING MICROREFLECTORS	10/18/05
[] Identix Incorporated	09/858,887 05/17/01 PCT/US02/1 5843 05/17/02	MOBILE IDENTITY VERIFICATION	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated	09/915,754 7/27/01	FINGERPRINT IMAGING DEVICE (Coating on platen for improved optical contact with the finger; the n of the coating is different from that of the platen)	
[] Identix Incorporated	09/916,219 7/27/01	FINGERPRINT IMAGING DEVICE (n of the platen is <1.49 or < the finger)	
	US01/15761 05/14/01		
	US02/24076 7/29/2002		

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated	09/963,906 9/25/01 US02/30583 09/25/02	FINGERPRINT IMAGING DEVICE WITH FAKE FINGER DETECTION IMAGING DEVICE WITH FAKE FINGER DETECTION	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated (from Bruno Delean)	10/116,938 4/5/02	VISION-BASED OPERATING METHOD AND SYSTEM	
PCT/IB03/ 01298 4/3/03	Canada		
China 03812563.3 4/4/03	Europe (designating all)		
Japan 2003-582704 4/4/03	Korea 10-2004- 7015843 10/5/04		
Singapore 200405437-5 4/4/03			

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
6,959,109 Identix Incorporated (from Visionics; recorded 10/22/03) IDTXP041	10/175,929 6/20/02	SYSTEM AND METHOD FOR POSE- ANGLE ESTIMATION	10/25/05
	PCT/US03/ 19715 6/20/03		
	03739266.9 Europe (designating Germany and France)		
	Japan		

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated	60/436,328 12/23/02	APPARATUS AND METHOD FOR DUAL BEAM ILLUMINATION OF A PLATEN (Dual Beam Illumination)	
PCT/US2003 /041550 12/19/03	10/741,813 12/18/03 (U.S.A.)	APPARATUS AND METHOD FOR ILLUMINATION OF AN OPTICAL PLATEN	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated (from Bruno Delean)	10/410,750 4/9/03 PCT/US2004 /010171 4/1/04	METHOD AND APPARATUS FOR PROBABILISTIC IMAGE ANALYSIS (Using Skin as Biometric)	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated	60/624,644 11/2/04 [Provisional]	HIGH PERFORMANCE FINGERPRINT IMAGING DEVICE UTILIZING COLOR IMAGERS, COLOR CORRECTED OPTICS, AND WHITE LED LIGHT SOURCE	
BWT File Nos.: IDTXP045	<u>10/27/05</u> (U.S.A.)	HIGH PERFORMANCE FINGERPRINT IMAGING SYSTEM	
IDTXP045.W O	PCT/US2005 /039415 10/31/05 (PCT)	HIGH PERFORMANCE FINGERPRINT IMAGING SYSTEM	

Patent No./ Assignee	Serial No./ Filing date	Title	Issue Date
[] Identix Incorporated	60/831,876 7/18/06 [Provisional]	PASSENGER TAGGING OF CHECKED BAGGAGE	

Pending US Applications

Application No.	Patent Title	Description	Application Date
09/860,991	Application - Specific Biometric Templates	Means for transforming a biometric template so that it assumes a new format that is unique to a particular application.	5/18/01
11/453,959	Application - Specific Biometric Template	Continuation of Patent Application No. 09/860,991.	6/14/06

Foreign Patent Filings

PCT Application No. PCT/US92/08673

Title: Biometric Personal Identification System Based on Iris Analysis

Country	Application No.	Patent No.
South Korea	701364/1995	10-307792
Australia	52778/98	709835
Canada	2145659	2145659
Europe	92921735.4	0664037
Austria	92921735.4	0664037
Belgium	92921735.4	0664037
Denmark	92921735.4	0664037
France	92921735.4	0664037
Great Britain	92921735.4	0664037
Hong Kong	98114161.7	HK1013156
Germany	92921735.4	0664037
Greece	92921735.4	0664037
Ireland	92921735.4	0664037
Italy	92921735.4	0664037
Luxembourg	92921735.4	0664037
Monaco	92921735.4	0664037
Netherlands	92921735.4	0664037

Spain	92921735.4	0664037
Sweden	92921735.4	0664037
Switzerland	92921735.4	0664037
Japan	509930/94	3307936

PCT Application No. PCT/US99/26559

Title: Iris Imaging Telephone Security Module and Method

Country	Application No.	Patent No.
Brazil	P1 9916864-2	Application Pending
Canada	2350309	Application Pending
Europe	99958876.7	Application Pending
Austria	99958876.7	Application Pending
Belgium	99958876.7	Application Pending
Cyprus	99958876.7	Application Pending
Denmark	99958876.7	Application Pending
Finland	99958876.7	Application Pending
France	99958876.7	Application Pending
Great Britain	99958876.7	Application Pending
Germany	99958876.7	Application Pending
Greece	99958876.7	Application Pending
Ireland	99958876.7	Application Pending
Italy	99958876.7	Application Pending
Luxembourg	99958876.7	Application Pending
Monaco	99958876.7	Application Pending
Netherlands	99958876.7	Application Pending
Portugal	99958876.7	Application Pending
Spain	99958876.7	Application Pending
Sweden	99958876.7	Application Pending
Switzerland	99958876.7	Application Pending
Israel	142915	142915
Japan	2000-584425	Application Pending
South Korea	10-2001-7006467	Application Pending

Mexico	2001/005027	Application Pending
Norway	20012510	Application Pending
South Africa	2001/3797	2001/3797

PCT Application No. PCT/US00/01099

Title: Method and Apparatus for Securely Transmitting and Authenticating Biometric Data Over a Network

Country	Application No.	Patent No.
Australia	26154/00	Application Pending
Brazil	PI 0008900-1	Application Pending
Canada	2358535	Application Pending
Europe	00904388.6	Application Pending
Austria	00904388.6	Application Pending
Belgium	00904388.6	Application Pending
Cyprus	00904388.6	Application Pending
Denmark	00904388.6	Application Pending
Finland	00904388.6	Application Pending
France	00904388.6	Application Pending
Great Britain	00904388.6	Application Pending
Germany	00904388.6	Application Pending
Greece	00904388.6	Application Pending
Ireland	00904388.6	Application Pending
Italy	00904388.6	Application Pending
Luxembourg	00904388.6	Application Pending
Monaco	00904388.6	Application Pending
Netherlands	00904388.6	Application Pending
Portugal	00904388.6	Application Pending
Spain	00904388.6	Application Pending
Sweden	00904388.6	Application Pending
Switzerland	00904388.6	Application Pending
Israel	144331	Application Pending
Japan	2000-594085	Application Pending
South Korea	10-2001-7009031	10-407900

Mexico	2001-007266	Application Pending
New Zealand	513000	513000
Norway	20013526	Application Pending
Singapore	200104210-0	82221

PCT Application No. PCT/US99/28031

Title: Fast Focus Assessment System and Method For Imaging

Country	Application No.	Patent No.
Canada	2372124	Application Pending
Europe	99960587.6	Application Pending
Austria	99960587.6	Application Pending
Belgium	99960587.6	Application Pending
Cyprus	99960587.6	Application Pending
Denmark	99960587.6	Application Pending
Finland	99960587.6	Application Pending
France	99960587.6	Application Pending
Great Britain	99960587.6	Application Pending
Germany	99960587.6	Application Pending
Greece	99960587.6	Application Pending
Ireland	99960587.6	Application Pending
Italy	99960587.6	Application Pending
Luxembourg	99960587.6	Application Pending
Monaco	99960587.6	Application Pending
Netherlands	99960587.6	Application Pending
Portugal	99960587.6	Application Pending
Spain	99960587.6	Application Pending
Sweden	99960587.6	Application Pending
Switzerland	99960587.6	Application Pending

PCT Application No. PCT/US86/00227

Title: Iris Recognition System (EXPIRED)

Country	Application No.	Patent No.
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Europe	86901250.0	0215818
Austria	86901250.0	E 65851
Belgium	86901250.0	0215818
France	86901250.0	0215818
Great Britain	86901250.0	0215818
Germany	86901250.0	0215818
Italy	86901250.0	0215818
Luxembourg	86901250.0	0215818
Netherlands	86901250.0	0215818
Switzerland	86901250.0	0215818
Sweden	86901250.0	0215818
Japan	61-501122	1881832

PCT Application No. PCT/US95/10985

**Title: Automated Non-Invasive Iris Recognition System and Method
(Licensed from Sarnoff Corporation; not used in Iridian products)**

Country	Application No.	Patent No.
Japan	8-509556	Application Pending
Mexico	971624	212038
Japan (divisional)	2006-107872	Application Pending
Japan (divisional)	2006-107873	Application Pending

PCT Application No. PCT/US02/15668

Title: Application-Specific Biometric Templates

Country	Application No.	Patent No.
Australia	2002339767	Application Pending
Canada	2447578	Application Pending
Europe	02751976.8	Application Pending
Austria	02751976.8	Application Pending
Belgium	02751976.8	Application Pending
Cyprus	02751976.8	Application Pending

Denmark	02751976.8	Application Pending
Finland	02751976.8	Application Pending
France	02751976.8	Application Pending
Great Britain	02751976.8	Application Pending
Germany	02751976.8	Application Pending
Greece	02751976.8	Application Pending
Ireland	02751976.8	Application Pending
Italy	02751976.8	Application Pending
Luxembourg	02751976.8	Application Pending
Monaco	02751976.8	Application Pending
Netherlands	02751976.8	Application Pending
Portugal	02751976.8	Application Pending
Spain	02751976.8	Application Pending
Sweden	02751976.8	Application Pending
Switzerland	02751976.8	Application Pending
Turkey	02751976.8	Application Pending
Japan	2002-592043	Application Pending
South Korea	10-2003-7015030	Application Pending

PCT Application No. PCT/US02/33722

Title: Method and Apparatus for Securely Transmitting and Authenticating Biometric

Country	Application No.	Patent No.
Canada	2465227	Application Pending
Europe	02802934.6	Application Pending
Austria	02802934.6	Application Pending
Belgium	02802934.6	Application Pending
Cyprus	02802934.6	Application Pending
Denmark	02802934.6	Application Pending
Finland	02802934.6	Application Pending
France	02802934.6	Application Pending
Great Britain	02802934.6	Application Pending
Germany	02802934.6	Application Pending

Greece	02802934.6	Application Pending
Ireland	02802934.6	Application Pending
Italy	02802934.6	Application Pending
Luxembourg	02802934.6	Application Pending
Monaco	02802934.6	Application Pending
Netherlands	02802934.6	Application Pending
Portugal	02802934.6	Application Pending
Spain	02802934.6	Application Pending
Sweden	02802934.6	Application Pending
Switzerland	02802934.6	Application Pending
Turkey	02802934.6	Application Pending
Japan	2003-553893	Application Pending
South Korea	10-2004-7006633	Application Pending
Singapore	200402461-8	Application Pending

Schedule 2(f)
United States and foreign trademarks, trade names, domain names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration

L-1 Identity Solutions, Inc. and Imaging Automation Trademarks

A. United States Trademarks

Docket No.	Mark	Reg. No.	Date Issued
LTH-007	SENSOR MAST (Cl. 9)	2,031,472	01/21/97
LTH-019	VISAGE TECHNOLOGY (Cl. 9)	2,177,222	07/28/98
LTH-081	HUNTER (Cl. 9)	2,382,994	09/05/00
VIH-001	VISAGE TECHNOLOGY (and Design) (Cl. 9)	2,520,387	12/18/01
LTH-084	FACE OFF (Cl. 9)	2,513,999	12/24/01
LTH-090	FACE IN THE CROWD (Cl. 9)	2,603,881	08/06/02
LTH-083	PORTAL (Cl. 9)	2,608,469	08/20/02

VIH-014	FACETOOLS (Cl. 9)		2,879,822	08/31/04
VIH-017	FACEEXPLORER ¹ (Cl. 9)		2,948,340	05/10/05
VIH-019	FACEFINDER (Cl. 9)		2,882,046	09/07/04
VIH-059	VISAGE (Cl. 9)		3,006,956	10/18/05

U.S. Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
TEMPLATESERVER	78/920,399	6/29/06		
PIER-T	78/920,309	6/29/06		
[circle design]	78/219,849	2/27/03		
PIER	78/920,305	6/29/06	2,834,492	4/20/04
SECURIMETRICS	78/219,845	2/27/03		
OFFENDER-ID	78/921,491	6/30/06	2,864,965	7/20/04
SMART CREDENTIAL ²	78/359,685	1/29/04		
RECON	75839197	11/3/99		

¹ A Fleet Retail Finance security interest is believed by the Company to be improperly recorded against the FACEEXPLORER registration by a mistaken serial number. The Company is pursuing this.

² This is owned by Trans Digital Technologies, Inc.

Trademark	Status	Case No.	Serial Number	Filing Date
BORDERGUARD Country: United States of America Classes: 9	Registered	29109-411/	76/314045 2,571,430	18-Sep-2001 21-May-2002
BORDERGUARD 3.0 Country: United States of America	Unfiled	29109-001/	71-211-5532(B)	
BORDERGUARD! Country: United States of America Classes: 9	Registered	29109-406/	75/676360 2,335,600	07-Apr-1999 28-Mar-2000
CO-MAND! Country: United States of America Classes: 9	Registered	29109-407/	75/709503 2,629,662	19-May-1999 08-Oct-2002
DCU Country: United States of America Classes: 9	Registered	29109-403/	75/709462 2,467,021	19-May-1999 10-Jul-2001
DE-MAND Country: United States of America Classes: 9	Registered	29109-404/	75/709504 2,513,827	19-May-1999 04-Dec-2001
DL-ALERT	Registered		78/158688	28-Aug-2002

³ An assignment recorded with the PTO against the CO-MAND registration is believed by the Company to be improperly recorded as an outright assignment of the trademark in favor of Green Mountain Capital (not just the assignment of a security interest). The Company is pursuing this.

Country: United States of America
Classes: 9 29109-420/ 2924105 01-Feb-2005

E-CHECK
Country: United States of America
Classes: 9 Registered 29109-416/ 78/116636 2,978,202 21-Mar-2002
26-Jul-2005

E-MANIFEST
Country: United States of America
Classes: 9 Registered 29109-409/ 78/050263 2,551,378 26-Feb-2001
19-Mar-2002

FACEWATCH
Country: United States of America
Classes: 9 Registered 29109-412/ 78/083793 2,705,478 13-Sep-2001
08-Apr-2003

GRABIT
Country: United States of America
Classes: 9 Abandoned 29109-405/ 75/709502 19-May-1999

IA-DENTIFY
Country: United States of America
Classes: 9 Registered 29109-421/ 78/158665 2,867,817 28-Aug-2002
27-Jul-2004

IA-PASSPORT
Country: United States of America
Classes: 9 Registered 29109-415/ 78/116620 2,972,661 21-Mar-2002
19-Jul-2005

IA-THEFTCATE
Country: United States of America
Classes: 9 Registered 29109-417/ 78/122556 2,858,788 18-Apr-2002
29-Jun-2004

IA-THEMATIC PLUS
Country: United States of America
Classes: 9
Registered 29109-419/
78/140656
2,952,985
02-Jul-2002
17-May-2005

ID-GUARD
Country: United States of America
Classes: 9
Registered 29109-414/
78/085685
2,919,695
26-Sep-2001
18-Jan-2005

IMAGING AUTOMATION
Country: United States of America
Classes: 9
Registered 29109-410/
76/313918
2,634,834
18-Sep-2001
15-Oct-2002

PHOTOEASE
Country: United States of America
Classes: 9
Registered 29109-408/
75/709501
2,538,893
19-May-1999
19-Feb-2002

TEXTWATCH
Country: United States of America
Classes: 9
Registered 29109-413/
78/083803
2,705,479
13-Sep-2001
08-Apr-2003

2. Foreign Trademarks
(Registered to Imaging Automation, Inc. unless otherwise specified)

BORDERGUARD
Country: Canada
Classes: 9
Registered 29109-411/
1134098
TMA630,746
13-Mar-2002
21-Jan-2005

BORDERGUARD
Country: European Community
Classes: 9
Registered 29109-411/
2609170
2609170
11-Mar-2002
23-May-2003

BORDERGUARD
Country: Japan
Classes: 9
Registered 29109-411/
2002-29485
4688842
11-Apr-2002
04-Jul-2003

E-CHECK
Country: Canada
Classes: 9
Registered 1153373 20-Sep-2002
29109-416/008 TMA665116 29-May-2006

E-CHECK
Country: European Community
Classes: 9
Abandoned 2863173 20-Sep-2002
29109-416/

E-MANIFEST
Country: Canada
Classes: 9
Abandoned 1112996 16-Aug-2001
29109-409/

E-MANIFEST
Country: Canada
Classes: 9
Registered 1227003 16-Aug-2004
29109-426/008 TMA644,928 26-Jul-2005

E-MANIFEST
Country: European Community
Classes: 9
Registered 2336402 10-Aug-2001
29109-409/ 2336402 26-May-2003

E-MANIFEST
Country: Japan
Classes: 9
Abandoned 2002-45715 03-Jun-2002
29109-409/

FACEWATCH
Country: Canada
Classes: 9
Registered 1133896 12-Mar-2002
29109-412/ TMA631530 31-Jan-2005

FACEWATCH
Country: European Community
Classes: 9
Registered 2608529 11-Mar-2002
29109-412/ 2608529 26-May-2003

FACEWATCH
Country: Japan
Classes: 9
Registered 2002-24608
29109-412/ 4637883
28-Mar-2002
17-Jan-2003

IA-PASSPORT
Country: Canada
Classes: 9
Registered 1136077
29109-415/008 TMAA665103
03-Apr-2002
29-May-2006

IA-PASSPORT
Country: European Community
Classes: 9
Registered 2634301
29109-415/ 2634301
28-Mar-2002
23-May-2003

IA-THEFTICATE
Country: Canada
Classes: 9
Registered 1156172
29109-417/008 TMAA664,650
18-Oct-2002
18-May-2006

IA-THEFTICATE
Country: European Community
Classes: 16
Registered 2896058
29109-417/ 2896058
16-Oct-2002
13-May-2004

IA-THEFTICATE
Country: Japan
Classes: 9
Registered 2002-88350
29109-417/ 4657504
18-Oct-2002
28-Mar-2003

ID-GUARD
Country: Canada
Classes: 9
Registered 1134099
29109-414/008 TMAA667470
13-Mar-2002
12-Jul-2006

ID-GUARD
Country: European Community
Classes: 9
Registered 2609188
29109-414/ 2609188
11-Mar-2002
23-May-2003

IMAGING AUTOMATION
Country: Canada
Classes: 9
Registered 1134097
29109-410/008 TMA654060
13-Mar-2002
30-Nov-2005

IMAGING AUTOMATION
Country: European Community
Classes: 9
Registered 2608461
29109-410/ 2608461
11-Mar-2002
23-May-2003

IMAGING AUTOMATION
Country: Japan
Classes: 9
Registered 2002-26019
29109-410/ 4637884
01-Apr-2002
17-Jan-2003

TEXTWATCH
Country: Canada
Classes: 9
Registered 1133897
29109-413/ TMA631529
12-Mar-2002
31-Jan-2005

TEXTWATCH
Country: European Community
Classes: 9
Registered 2609535
29109-413/ 002609535
11-Mar-2002
30-Jun-2003

TEXTWATCH
Country: Japan
Classes: 9
Registered 2002-24611
29109-413/ 4646222
28-Mar-2002
21-Feb-2003

FACEEXPLORER (Viisage Technology, Inc.)
Country: European Union
Registered 003627131
003627131
6-Feb-2004
23-June-2005

VIISAGE (Viisage Technology, Inc.)
Country: European Union
Registered 003631587
003631587
10-Feb-2004
2-Aug-2005

FACEFINDER (Viisage Technology, Inc.)
Country: European Union
Abandoned 003627064
003627064
6-Feb-2004

REGISTERED TRADEMARKS AND PENDING APPLICATIONS

ABIS	United States	78/252510	3/15/05	2,934,108
BIOCARD	Community Trademark	1274869	8/18/00	1274869
BIOCARD	United States	75/653288	9/11/01	2488348
BIOENGINE	United States	75/457,568	3/26/02	2,552,985
BIOLOGON	United States	75/456805	6/19/01	2462080
BIOSAFE	United States	75/661442	8/7/01	2476312
BIOSHIELD	Community Trademark	1274844	8/23/00	1274844
BIOSHIELD	United States	75/653705	8/21/01	2480495
BIOTOUCH	United States	75/895939	5/21/02	2,571,986
DBI Fingerprint CMS	United States	75/536,983	7/4/00	2363792
DBI Fingerprint CMS	United Kingdom		7/16/99	2187701
DFR	United States	74/533247	11/12/96	2016085
DOCCOLOR	United States	75/160533	12/8/98	2207942
Empowering Identification	United States	76/334,355	10/7/03	2,770,812
Facelit	United States	75/975,629	4/15/97	2053630
Facelit	United Kingdom		2/26/99	2176261
Facelit	United States	75/792,593	8/29/00	2381293
Facelit	United States	75/285,044	12/5/00	2410969
FINGERSCAN (Logo)	Australia	622453	2/11/94	622453
ID SAFE (Logo)	United States	75/212338	11/23/99	2293862
IDENTIX	Argentina	2180835	11/20/00	1,811,148
IDENTIX	Community Trademark	972661	10/30/98	972661
IDENTIX	United States	75/896198	1/30/01	2425102
IDENTIX (Stylized Word Mark)	United States	75/903986	11/27/01	2513388
TRUST	Japan	44299/2000	1/11/02	4534315
TRUST	United States	75/838846	12/31/02	2,669,587
ONE PASSWORD FOR LIFE	Argentina	2317460	5/30/02	1,873,987

ONE PASSWORD FOR LIFE	Brazil	823421163		
ONE PASSWORD FOR LIFE	China P.R.	2000182831	8/7/04	2018428
ONE PASSWORD FOR LIFE	Japan	126217/2000	2/1/02	4541102
ONE PASSWORD FOR LIFE	United States	76/055,605	7/16/02	2,595,419
Security with a Human Face	United States	75/314,763	9/25/01	2492884
Visionics	United Kingdom		9/29/00	2230062
X (Logo; "X Man")	United States	75/904,059	4/8/03	2,705,017
Your Face is Your Password	United States	75/412201	6/22/99	2255132

NOTES:

1. This list does not contain those marks that Identix is using but has not filed a trademark application in any domestic or international trademark office.
2. Following Note No. 2, above, all common law trademarks in use are designated with the "TM" trademark notice and all service marks are used with the "SM" notice.
3. This list does not contain those marks, registered or unregistered, that have been abandoned by Identix or its predecessors. See Archive reports for archived files.

COMMON LAW USAGE OF MARKS

AccuCapture, AccuCapture Plus, Pro	Live Scan Products	
AntiSmear Technology	Live Scan Products (TP technology)	1/1/05
Circle of Security	AFIS related technology Products	3/1/01
Clean Image View	Live Scan Products (TP technology)	1/1/05
Clear Trace Imaging	Live Scan Products	4/1/03
ClearPrint	All Products	
ClearScan	All Products and Solutions	
Continuity of Authentication	All Products	6/1/01
Dual Beam Illumination	Live Scan Products	4/1/03
Face The Future	Live Scan Products	
FaceGrabber	Corporate slogan for facial technology	
FacePrint	Facial recognition biometric appliance	
Fine Feature Contrast	Live Scan Products (TP technology)	1/1/05
Fingerlan	Software with V20 Physical Access Device	6/1/01
FingerPrinter	Live Scan Products	
Moisture Discriminating Optics	AFIS electronic fingerprint system	4/1/03
PerfectScan	Live Scan Products	
Precise Image Distribution	Live Scan Products (TP technology)	1/1/05
SingleTouch	Real Time Image Preview Software	
Tenprinter	Corporate slogan	
Touch By Identix	[Software]	
TouchCare	Help Desk Support Services	
TouchPrint	Live Scan Products	
TouchPrintPRO	Live Scan Products	

BIOCARD	Contained within BioLogon Suite of Products	Yes
BIOCARD	Contained within BioLogon Suite of Products	Yes
BIOENGINE	Fingerprint SDK	Yes
BIOLOGON	Development SDK and Application Software	Yes
FaceIt	Facial SDK Products	Yes
Faceit	Facial SDK Products	Yes
Faceit	Facial SDK Products	Yes
Faceit	Facial SDK Products	Yes
FaceGrabber	Corporate slogan for facial technology	Yes
FacePrint	Facial recognition biometric appliance	Yes
ABIS	Face/Finger Software	Yes
AccuCapture	Live Scan Products	Yes
AntiSmear Technology	Live Scan Products (TP technology)	Yes
Clear Image View	Live Scan Products (TP technology)	Yes
Clear Trace Imaging	Live Scan Products	Yes
Dual Beam Illumination	Live Scan Products	Yes
Face The Future	Live Scan Products	Yes
Fine Feature Contrast	Live Scan Products (TP technology)	Yes
FingerPrinter	Live Scan Products	[Yes]
Moisture Discriminating Optics	AFIS electronic fingerprint system	[Yes]
PerfectScan	Live Scan Products	Yes
Precise Image Distribution	Live Scan Products (TP technology)	Yes
SingleTouch	Real Time Image Preview Software	Yes
Tenprinter	Corporate slogan	[Yes]
TouchPrint	Live Scan Products	Yes
TouchPrintPRO	Live Scan Products	Yes
BIOTOUCH	PC Card Fingerprint Reader	Yes
DFR	Single Fingerprint Readers & PC Card	Yes
Circle of Security	AFIS related technology Products	Yes
ClearPrint	All Products	Yes
ClearScan	All Products and Solutions	Yes
Continuity of Authentication	All Products	Yes
Empowering Identification	Corporate slogan	Yes
IDENTIX	All Products	Yes
IDENTIX	All Products	Yes
IDENTIX	All Products	Yes
IDENTIX (Stylized Word)	All Products	Yes

Mark)		
ONE PASSWORD FOR LIFE	Corporate slogan	Yes
ONE PASSWORD FOR LIFE	Corporate slogan	Yes
ONE PASSWORD FOR LIFE	Corporate slogan	Yes
ONE PASSWORD FOR LIFE	Corporate slogan	Yes
ONE PASSWORD FOR LIFE	Corporate slogan	Yes
Security with a Human Face	Corporate slogan	Yes
Touch By Identix	[Software]	Yes
Your Face is Your Password	Corporate slogan	Yes
X (Logo; "X Man")	Corp. Logo, Live Scan, Fingerprint Readers, IBIS, []	Yes
Fingerlan	Software with V20 Physical Access Device	Yes
FINGERSCAN (Logo)	Model V20 Physical Access Device	[Yes]
BIOSAFE	Application Software	No
BIOSHIELD	Application Software	No
BIOSHIELD	Application Software	No
DBI Fingerprinter CMS	No Use	No
DBI Fingerprinter CMS	No Use	No
DOCUCOLOR	Software	No
ID SAFE (Logo)	Fingerprint hardware and software	No
Visionics	Facial Products	No
ITRUST	Software	No
ITRUST	Software	No
ARENA	Software	Yes
REPCONNECT	Computer services via website	Yes
TouchCare	Help Desk Support Services	[No]

List of Trade Names:

IdentityTOOLS(TM) SDK
Viisage PROOF(TM)
PIER(TM)
HIIDE(TM)
AutoTest(TM)
FacePASS(TM)

Iridian Technologies, Inc. – Trademarks

*Pursuant to an Examiner's Amendment, dated April 3, 2000, the IRISENGINE mark was changed to IRIS ENGINE.

Mark	Origin, ID # & Issue Date
IRISCAN	<ul style="list-style-type: none">• US 1,983,014• Issued 6-25-96
IRISCAN & Design	<ul style="list-style-type: none">• US 1,983,038• Issued 6-25-96
IRISCAN & Design	<ul style="list-style-type: none">• CTM 147124• Issued 9-16-98
IRISCAN Logo	<ul style="list-style-type: none">• Japan 4,237,651• Issued 2-5-99
IRISCODE	<ul style="list-style-type: none">• US 2,302,544• Issued 12-21-99
IRISENGINE*	<ul style="list-style-type: none">• US 2,377,884• Issued 8-15-00
IRISACCESS®	<ul style="list-style-type: none">• US Reg. 2,440,052• Issued 4-3-01
PC IRIS	<ul style="list-style-type: none">• US Reg. 2,576,786• 6-2-02
IRIDIAN	<ul style="list-style-type: none">• US Reg. 2,646,711• 11/5/02
IRIDIAN TECHNOLOGIES	<ul style="list-style-type: none">• US Reg. 2,643,924• 10/29/02
AUTHENTICAM	<ul style="list-style-type: none">• US Reg. 2,525,177• Received 1/1/02
ANONYMOUS AUTHENTICATION	<ul style="list-style-type: none">• US Reg. 2,762,170• Issued 9/9/03
IRIDIAN and Design	<ul style="list-style-type: none">• US Reg. 2,602,449• Issued 7/30/02
IRIDIAN	<ul style="list-style-type: none">• US Reg. 2,684,378

TECHNOLOGIES and Design	<ul style="list-style-type: none"> • Issued 2/4/03
KNOWHO	<ul style="list-style-type: none"> • US Reg. 2,669,905 • Issued 12/31/02
PRIVATE ID and Design	<ul style="list-style-type: none"> • US Reg. 2,664,167 • Issued 12/17/02
IRISACCESS	<ul style="list-style-type: none"> • Brazil App. 823562743 • 2/14/01
IRISACCESS	<ul style="list-style-type: none"> • Korea Reg. 81133 • Issued 11/6/02
IRISACCESS	<ul style="list-style-type: none"> • CTM (EU) Reg. 2100980 • Issued 1/23/03
IRIDIAN	<ul style="list-style-type: none"> • CTM Registration 2101012 • Issued 3/13/02
IRIDIAN TECHNOLOGIES	<ul style="list-style-type: none"> • CTM Registration 2100584 • Issued 10/21/02
IRISCODE	<ul style="list-style-type: none"> • Brazil App 823828522 • Filed 4/27/01
IRISCODE	<ul style="list-style-type: none"> • China Reg. 1762836 • Issued 5/6/02
IRISCODE	<ul style="list-style-type: none"> • Israel Registration 148634 • Issued 8/4/02
IRISCODE	<ul style="list-style-type: none"> • Japan Registration 4572170 • Issued 5/24/02
IRISCODE	<ul style="list-style-type: none"> • Singapore Reg T01/05935F • Filed 4/26/01
KNOWHO	<ul style="list-style-type: none"> • Brazil App 823828557 • Filed 4/27/01
KNOWHO	<ul style="list-style-type: none"> • China App 2001068645 • Reg 1981082 • 10/21/02
KNOWHO	<ul style="list-style-type: none"> • CTM (EU) Reg 2193043 • 4/25/01
KNOWHO	<ul style="list-style-type: none"> • Israel Reg. 148632, 148633 • Issued 3/4/02
KNOWHO	<ul style="list-style-type: none"> • Japan Reg 4651054 • Issued 3/7/03
KNOWHO	<ul style="list-style-type: none"> • Korean Reg. 533921 • Issued 10/31/02

KNOWHO	<ul style="list-style-type: none"> • Singapore App. T01/05936D • Filed 4/26/01
ID & Design	<ul style="list-style-type: none"> • Brazil App 823846547 • Filed 4/27/01
ID & Design	<ul style="list-style-type: none"> • China App 2001068642 • 4/27/01
ID & Design	<ul style="list-style-type: none"> • CTM Registration 2192623 • Issued 4/15/02
ID & Design	<ul style="list-style-type: none"> • Israel Registration 148629, 148630 • Issued 8/4/02
ID & Design	<ul style="list-style-type: none"> • Korean App 40-2001-18348 • Filed 4/27/01
PRIVATE ID and Design	<ul style="list-style-type: none"> • Brazil App 823828549 • Filed 4/27/01
PRIVATE ID and Design	<ul style="list-style-type: none"> • China App 2001068644 • 4/27/01
PRIVATE ID and Design	<ul style="list-style-type: none"> • India App 1005587B • 4/25/01
PRIVATE ID & Design	<ul style="list-style-type: none"> • Israel Registration 148631 • Issued 8/4/02
PRIVATE ID and Design	<ul style="list-style-type: none"> • Japan Priority Date 10/27/00 • Japan App 39723/2001 • Filed 4/27/01 • Final Rejection 10/02 • Possible appeal
PRIVATE ID and Design	<ul style="list-style-type: none"> • Singapore Reg T01/05938J • Issued 10/27/00
KNOWHO	<ul style="list-style-type: none"> • Singapore Reg T01/05937B • Issued 10/27/00
KNOWHO	<ul style="list-style-type: none"> • Brazil App 823828530 • Filed 4/27/01
ID & Design	<ul style="list-style-type: none"> • Brazil App 823828565 • Filed 4/27/01
KNOWHO	<ul style="list-style-type: none"> • Korean Reg 83705 • Issued 2/3/03
ID and Design	<ul style="list-style-type: none"> • Korean App 40-2001-7735

	<ul style="list-style-type: none"> • Filed 4/27/01
KNOWHO	<ul style="list-style-type: none"> • China Reg. 2014210 • Issued 9/28/02
ID & Design	<ul style="list-style-type: none"> • China App 2001068643 • 4/27/01
PKID & Design	<ul style="list-style-type: none"> • China App 2001068649 • 4/27/01
PROOF POSITIVE	<ul style="list-style-type: none"> • US 3,090,619 • Issued 5-9-06
IRISKEY	<ul style="list-style-type: none"> • US 2,896,235 • Issued 10-19-04
OPENIRIS	<ul style="list-style-type: none"> • US 3,006,308 • Issued 10-11-05
IRISCHIP	<ul style="list-style-type: none"> • US App 78904705 • 6/9/06

Company Domain Names

- www.iridian.us
- www.iridiantech.com
- www.iridiantech.net
- www.ridiantech.us
- www.iridiantechologies.com
- www.iridiantechologies.net
- www.iridiantechologies.us
- www.iriscan.com

Schedule 2(g)

United States and foreign copyrights and copyright applications

Copyrights & Copyright Applications

1. Registration
Number: TX-5-687-068
Title: 1A-thenticate 3.2.
Description: Computer program.
Note: Printout (20 p.) only deposited.
Claimant: acImaging Automation, Inc.
Created: 2002
Published: 23Oct02
Registered: 30Jan03
Special Codes: 1/C

2. Registration
Number: TX-5-853-462
Title: PhotoEast : 2.1
Description: Computer program.
Claimant: acImaging Automation, Inc.
Created: 1999
Published: 1May99
Registered: 4Oct02
Special Codes: 1/C

3. Registration
Number: TX-5-853-463
Title: eManifest : 3.0
Description: Computer program.
Claimant: acImaging Automation, Inc.
Created: 2002
Published: 22May02
Registered: 4Oct02
Special Codes: 1/C

4. Registration
Number: TX-5-853-464
Title: BorderGuard : 2.1

Description: Computer program.
Claimant: acImaging Automation, Inc.
Created: 2001
Published: 22Aug02
Registered: 4Oct02
Special Codes: 1/C

5. Registration
Number: TX-5-967-429
Title: BorderGuard 3.0.
Description: Computer program.
Note: Printout (source code) only deposited.
Claimant: acImaging Automation, Inc.
Created: 2002
Published: 26Mar02
Registered: 4Oct02
Previous Related
Version: Prev. reg. 2001, TX 5-853-464.
Claim Limit: NEW MATTER: additions and revisions.
Miscellaneous: C.O. corres.
Special Codes: 1/C/D

Iridian Technologies, Inc. - Copyrights

- Reg No. Txu-1-227-784
- Reg No. Txu-1-227-785

Schedule 8(f)

<u>Name</u>	<u>Jurisdiction of Formation/ Form of Equity/I.D. Number</u>	<u>Address of Chief Executive Office</u>	<u>Trade Name</u>	<u>Collateral Locations (and Type of Collateral)</u>	<u>Name and address of Owner of Collateral Location (If other than Grantor)</u>	<u>Relationship of Persons listed in VI to Grantor (e.g., lessor, warehousemen)</u>
L-1 Identity Solutions, Inc.	Delaware 2591343	177 Broad Street Stamford, CT 06901	See Schedule 2(f)	296 Concord Road, 3rd Flr. Billerica, MA 01821 Furniture and Fixtures, Computer, leasehold: \$1,000,000	eiSolutions 1750 Viceroy Drive Dallas, TX 75235	Lessor
Imaging Automation, Inc.	Delaware 2562933	177 Broad Street Stamford, CT 06901	See Schedule 2(f)	296 Concord Road, 3rd Flr. Billerica, MA 01821 Furniture and Fixtures, Computer, inventory/demo equipment: \$650,000	eiSolutions 1750 Viceroy Drive Dallas, TX 75235	Lessor
Integrated	Florida	25 Century	See	25 Century	Duke	Lessor

NY2:11691765011109DH011.DOC\79046.0005

Biometric Technology, LLC	L02000032630	Blvd. Suite 210 Nashville, TN 37214	Schedule 2(f)	Boulevard Suite 210 Nashville, TN 37214 Corporate assets; inventory	Realty Limited Partnership c/o Duke Realty Corporation 782 Melrose Avenue Nashville, TN 37211	Lessor
IBT Acquisition, LLC	Delaware 4076887	177 Broad Street Stamford, CT 06901	See Schedule 2(f)	None	eiSolutions 1750 Viceroy Drive Dallas, TX 75235	Lessor
SecuriMetrics, Inc.	California C2164543	757 Arnold Drive, Suite D Martinez, CA 94553	See Schedule 2(f)	757 Arnold Drive, Suite D Martinez, CA 94553 Inventory, furniture and fixtures \$820,000 2150	The Hoffman 1987 Revocable Trust 1380 Galaxy Way, Suite C, PO Box 787 Concord, CA 94522 Veritek	Lessor

Trans Digital Technologies Corporation	Delaware 2914901	1215 South Clark Street, Suite 1105 Arlington, Virginia 22202	See Schedule 2(f)	1215 South Clark Street, Suite 1105 Arlington, VA 22202 (corporate assets; inventory)	Commerce Drive San Jose, CA 95131 \$705,000	Mfg. Services LLC (formerly Ddi) 2150 Commerce Drive San Jose, CA 95131	Lessor
Iridian Technologies, Inc.	Delaware 2246543	177 Broad Street Stamford, CT 06901	See Schedule 2(f)			Charles E. Smith Commercial Realty 1800 S. Bell Street C-1899 Crystal City Arlington, VA 22202	
Identix Incorporated	Delaware 2932507	5600 Rowland Rd Minnetonka, MN 55343	See Schedule 2(f)	5600 Rowland Rd Minnetonka, MN 55343 Inventory - \$6,089,727, Furniture,	Liberty Property Trust 10400 Viking Drive Eden Prairie, MN		Lessor

<p>Identix Identification Services, LLC</p>	<p>Delaware 2810928</p>	<p>1650 Wabash Ave, Suite D, Springfield, IL 62704</p>	<p>See Schedule 2(f)</p>	<p>Fixtures and Computer Equipment \$2,594,200 3975 Fair Ridge Drive Fairfax, VA 22033 1 Exchange Place Jersey City, NJ 07302</p>	<p>55344</p>	
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Schedule 10(e)

<u>Grantor</u>	<u>Type of Account</u>	<u>Name & Address of Financial Institutions</u>
L-1 Identity Solutions, Inc.	1. Money Market Account	1. Citizens Bank 28 State Street Boston, MA 02109
	2. Common Stock investment in Korean Company	2. Bank of America Stamford CT
Integrated Biometric Technology LLC	1. Money Market Account 2. Money Market Account 3. Money Market Account 4. Money Market Account	3. Vision Interactive 1. Bank of Nashville 2. Bank of Nashville 3. Bank of Nashville 4. Bank of Nashville
Identix Incorporated	Money Market Account	Associated Bank 2655 Campus Drive Plymouth, MN 55441

NYZ:169176501\109DH011.DOC\79046.0005

Schedule 10(f)

<u>Grantor</u>	<u>Type of Account</u>	<u>Name & Address of Financial Institutions</u>
L-1 Identity Solutions, Inc.	Bank of America Stamford CT	
Integrated Biometric Technology, LLC	Citizens Bank 28 State Street Boston, MA 02109 The Bank of Nashville 401 Church Street Nashville, TN 37219 Money Market Account Money Market Account Money Market Account Money Market Account FDOI Checking Operating Account - IBT/ALS TSA Checking Cogent/FLDOE Checking OK Checking Operating Account - IBT IBT Payroll Checking	
SecuriMetrics, Inc.	Bank of America 626 Main Street Martinez, CA 94553	
Identix Incorporated	Associated Bank	

Schedule 10(f)

<u>Grantor</u>	<u>Type of Account</u>	<u>Name & Address of Financial Institutions</u>
L-1 Identity Solutions, Inc.	Bank of America Stamford CT	REDACTED
Integrated Biometric Technology, LLC	Citizens Bank 28 State Street Boston, MA 02109 The Bank of Nashville 401 Church Street Nashville, TN 37219 Money Market Account Money Market Account Money Market Account Money Market Account FDOI Checking Operating Account - IBT/ALS TSA Checking Cogent/FLDOE Checking OK Checking Operating Account - IBT IBT Payroll Checking	REDACTED
SecuriMetrics, Inc.	Bank of America 626 Main Street Martinez, CA 94553	REDACTED
Identix Incorporated	Associated Bank	REDACTED

<u>Grantor</u>	<u>Type of Account</u>	<u>Name & Address of Financial Institutions</u>
	2655 Campus Drive Plymouth, MN 55441	Savings
	Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054	Operating REDACTED
	US Bank PO Box 1800 St. Paul, MN 55101 (In the name of IIS)	Operating
Identix Identification Services, LLC	US Bank Sweep Account - IIS Operating Account - IIS	Operating REDACTED