

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cyveillance, Inc.		01/04/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ORIX Venture Finance, LLC
Street Address:	1600 Tysons Boulevard, 8th Floor
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2292671	CYVEILLANCE
Registration Number:	2270505	WEBSENTRY
Registration Number:	2468903	CYVANTAGE
Registration Number:	2495345	CYMARKET
Registration Number:	2397100	CYRIGHTS
Registration Number:	2481289	CYSPEAK
Registration Number:	2495346	CYVICE

CORRESPONDENCE DATA

Fax Number: (202)842-7899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202 842-7800
 Email: mbleysg@cooley.com
 Correspondent Name: Peter Willsey
 Address Line 1: 1200 19th Street, NW 5th Floor
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

CH \$190.00 2292671

ATTORNEY DOCKET NUMBER:	307038-103
NAME OF SUBMITTER:	Susan Mobley
Signature:	/Susan Mobley/
Date:	01/09/2007

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "*Agreement*") is entered into as of January 4, 2007 by and between **ORIX Venture Finance LLC** ("*ORIX*") and **Cyveillance, Inc.**, a Delaware corporation ("*Grantor*"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of even date herewith (as amended from time to time, the "*Loan Agreement*"). (Capitalized terms used herein have the respective meanings assigned to such terms in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its Obligations, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor or licensed to Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor or licensed to Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX with at least 15 days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs

or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that ORIX may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of his costs and expenses (including without limitation reasonable attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the Commonwealth of Virginia.

Address of Grantor:

1555 Wilson Boulevard
Suite 406
Arlington, VA 22209


Address of ORIX:

245 Park Avenue
19th Floor
New York, NY 10167-0001

Cyveillance, Inc.

By _____
Title _____

ORIX Venture Finance LLC

By 
Kevin P. Sheehan,
President and CEO

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 003457 FRAME: 0377

Address of Grantor:

1555 Wilson Boulevard
Suite 406
Arlington, VA 22209

Address of ORIX:

245 Park Avenue
19th Floor
New York, NY 10167-0001

Cyveillance, Inc.

By *RD Rose*
Title CEO

ORIX Venture Finance LLC

By _____
Kevin P. Sheehan,
President and CEO

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 003457 FRAME: 0378

SCHEDULE A

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CYVEILLANCE	2,292,671	11/16/1999
WEBSENTRY	2,270,505	8/17/1999
CYVANTAGE	2,468,903	7/21/2001
CYMARKET	2,495,345	10/9/2001
CYRIGHTS	2,397,100	10/24/2000
CYSPEAK	2,481,289	8/28/2001
CYVICE	2,495,346	10/9/2001

SCHEDULE B

Patents and Patent Applications

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System, Method and Computer Program Product for Online Monitoring Search Engine	09/133,374	8/13/1998
System, Method and Computer Program Product for Developing and Interpreting E-commerce Metrics	09/576,896	5/23/2000
System, Method and Computer Program Product for Analyzing E-commerce Competition	09/576,895	5/23/2000
2Wrongs.com aggregation engine technology		Purchased 8/2001
System and Method for DNS-Based Anti-Pharming	3800-005-27 (VI) (provisional)	9/5/2006

SCHEDULE C

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Intellectual property Infringement Server: source code	TXu829518	10/29/1997
NetSapien Technology	(claim)	
EZ-Eagle	(claim)	

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