

02-05-2007

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To the Director of the U. S. Patent and Tra.

ments or the new address(es) below.

ORDS
FINANCE SECTION

2-1-07

1. Name of conveying party(ies):

Integrian, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 29, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: RBC Centura Bank
 Internal
 Address: Lending Service Center
 Street Address: 134 North Church Street
 City: Rocky Mount
 State: North Carolina
 Country: USA Zip: 27804

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
 Citizenship _____
 Citizenship North Carolina
 Citizenship _____
 Citizenship _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78-894,019 78-611,175 78-610,992
78-570,341 77-055,252 76-358,856

B. Trademark Registration No.(s)
3,129,129 3,125,108

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Poyner & Spruill LLP
 Internal Address: Brian F. Corbett
 Street Address: 3600 Glenwood Avenue
 City: Raleigh
 State: North Carolina Zip: 27612
 Phone Number: 919-783-2826
 Fax Number: 919-783-1075
 Email Address: bcorbett@poynerspruill.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____
 b. Deposit Account Number _____
 Authorized User Name _____

9. Signature:

Signature

1-30-07

Date

BY: 00000002 78894019 Brian F. Corbett

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

02/02/2007
01 FC:8521
02 FC:8522

RBC Centura

Amended and Restated Intellectual Property Security Agreement (SD-L&S)

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of January 29, 2007, by **INTEGRIAN, INC.**, a Delaware corporation ("Borrower"), with a mailing address of 511 Davis Drive, Suite 300, Morrisville, North Carolina 27560, to **RBC CENTURA BANK** ("Bank"), with a mailing address of Post Office Box 1220, Rocky Mount, North Carolina 27802.

RECITALS

A. Bank has agreed to extend certain financial accommodations to Borrower ("Credit Facilities") as set forth in that certain Second Amended and Restated Loan and Security Agreement entered into contemporaneously herewith by and between Bank and Borrower (as the same may be amended, modified, extended, renewed, replaced and supplemented from time to time, the "Loan Agreement"). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in presently existing and hereafter acquired Collateral, including the Intellectual Property, and Borrower is required to supplement the grant of the security interest therein with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by Bank, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby represents, warrants, covenants and agrees with Bank as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance of the Obligations, both now existing and hereafter arising, and Borrower's other existing and future representations, warranties and covenants under the Loan Documents, Borrower grants and pledges to Bank a security interest in all of Borrower's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property (including, without limitation, those Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof..

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those rights and remedies of Bank set forth in the Loan Agreement, the other Loan Documents and those which are now available and may hereafter become available to Bank as a matter of law and equity, including, without limitation, those set forth in the Code as being available to a "secured party" and "creditor". Bank may exercise the aforementioned rights and remedies as and when provided herein, in the Loan Agreement and in the other Loan Documents. Each right, power and remedy of Bank provided for herein, in the Loan Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Bank of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Bank, of any or all other rights, powers and remedies.

3. Term. The Loan Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Loan Agreement, and notwithstanding any limitation of, moratorium on and termination of Bank's obligation to make Credit Extensions under the Loan Agreement, Borrower's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. It shall be an Event of Default under the Loan Agreement if there is a breach or violation of any of the terms and provisions of this Agreement.

4. Registered Intellectual Property. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights which Borrower has registered or filed an application to register with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Borrower obtains subsequent to the date of this Agreement ("New IP"). Borrower shall give to Bank written notice all New IP promptly after the acquisition of same, but in any event not less frequently than as required by the Loan Agreement. Borrower hereby authorizes Bank to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Bank's Use of Intellectual Property; No Liability. Borrower agrees that the Bank's use of the Intellectual Property as authorized hereunder and in any other Loan Documents in connection with Bank's exercise of its rights and remedies shall be coextensive with Borrower's rights thereunder and Bank will have no liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Borrower irrevocably designates, constitutes and appoints Bank (and all persons designated by Bank in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Bank and any of Bank's designees, in Borrower's or Bank's name, to take any action and execute any instrument which Bank may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Borrower hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of a duplicate of this Agreement and financing statements in any other jurisdictions and locations deemed advisable or necessary in Bank's sole discretion to protect and perfect and put the public on notice of Bank's security interest and rights in the Intellectual Property. Borrower further consents to and ratifies the filing of such duplicate originals and financing statements prior to the Closing Date. Borrower shall from time to time execute and deliver to Bank, at the request of Bank, such other documents, instruments and records that Bank may request in form and substance satisfactory to Bank and its counsel, to perfect and continue Bank's security interest in the Intellectual Property.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Bank's rights and obligations under the Loan Agreement will succeed to Bank's rights under this Agreement and (iv) all notices and other communications required or permitted herein shall be in writing and shall be deemed given when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the addresses set forth above.

10. Amendment and Restatement. This Agreement amends, restates and replaces in all respects that certain Intellectual Property Security Agreement dated December 2, 2005 from Borrower in favor of Bank (the

“Original Agreement”), as of the date first set forth above. This Agreement has been entered into for the purpose of, *inter alia*, amending the exhibits to the Original Agreement to include New IP. This Agreement does not constitute a novation of Borrower’s obligation under the Original Agreement, but an amendment and restatement of such obligation.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Borrower has caused this Amended and Restated Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

BORROWER:

WITNESS:

INTEGRIAN, INC.,
a Delaware corporation

By: Alger L. Faber
Print Name: ALGER L. FABER
Title: CFO

Ken Mearady
Print Name: KEN MEAREADY

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Durham

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

ALGER L. FABER - CHIEF FINANCIAL OFFICER

Date: 1/26/2007

Official Signature of Notary: Angella M. Snipes

Notary's Printed or Typed Name: Angella M. Snipes, Notary Public

My Commission Expires: 7/20/2011

(Official Seal)

EXHIBIT A

COPYRIGHTS

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
None.		

EXHIBIT B**PATENTS**

Title	Registration/ Application Number	Registration/ Application Date
Composite Mobile Digital Information System	6,831,556	May 16, 2001
Protective Apparatus for Sensitive Components	10/464,558	June 20, 2005
Data Enabled Wireless Microphone	10,217,476	August 14, 2002
Composite Mobile Digital Information System	10/843/457	May 12, 2004
Composite Mobile Digital Information System	10/951,711	September 29, 2004
Mobile and Vehicle Based Digital Video System	10/703,258	November 7, 2003
Digital Video System- Intelligent Information Management System	10/704,046	November 7, 2003
Wireless Microphone for Public Safety Use	60/685,794	October 31, 2005
Improved Mobile Digital Video Recording System	60/707,523	August 12, 2005
High Resolution Pre-Event Record	60/709,111	August 17, 2005
Video Quick Zoom and Autofocus for Officer Safety	60,711,688	August 26, 2005
Audio to Video Synchronization via Time Stamping	Not yet filed	
TransitCAM Video Management Server System	Not yet filed	
TransitCAM Analytics management system	Not yet filed	
Sensor Activation of Wireless Microphone	60/720,647	September 26, 2005
New Driver Route Familiarization	60,723,956	October 6, 2005
Rack Mount Mechanical Latching System	Not yet filed	
Docking unit with Spring Loaded Connector	7,074,065	July 11, 2006
Mechanical Docking and Latching System	11/354,809	February 16, 2006

Vehicle Camera Lens Water removal	11/386,734	March 23, 2006
Auto-zoom Synchronization to Reduce Light Clutter	11/452,345	June 8, 2006
Magnetic Fluid Adjustable Optical Iris	11/448,079	June 7, 2006
Activity Based Persistent Recording	11/434,773	May 17, 2006
Digital Identifier Chaining	11/482,943	July 10, 2006
Expanded Data Storage for Vehicle-based Applications with a Periodic Duty Cycle	11/506,806	August 21, 2006
Discoverable Secure Mobile Wifi Application with Non-Broadcast SSID	11/636,539	December 11, 2006

EXHIBIT C

TRADEMARKS

<u>Mark</u>	<u>Status</u>	<u>Appl. Ser. No.</u> <u>Reg. No.</u>	<u>Filing Date</u> <u>Reg. Date</u>
INTEGRIAN (and design)	Registered	76098729 2575413	July 31, 2000 June 4, 2002
DATATALKER	Registered	76365074 2782772	November 11, 2003
DIGITAL INVESTIGATOR	Registered	76487733 2854763	June 15, 2004
DIGITAL MEDIC	Registered	76487734 2848992	June 1, 2004
DIGITAL PATROLLER	Registered	76250925 2660598	December 10, 2002
DPFINDER	Registered	76478879 2797175	December 23, 2003
PIXLINK	Registered	76254842 2696458	March 11, 2003
INTEGRIAN (and design)	Abandoned	76098727	July 31, 2000
INTEGRIAN	Abandoned	76098725	July 31, 2000
DIGITAL PATROL	Abandoned	78159734	August 30, 2002
INTEGRIAN (and design)	Abandoned	76098727	July 31, 2000
(logo design only)	Abandoned	76098730	July 31, 2000
DPPLAYER	Pending	78-894,019	May 26, 2006
INTEGRIAN	Registered	3,129,129	August 15, 2006
MOBILE ANALYTICS PLATFORM	Pending	78-611,175	April 18, 2005
MOBILE ANALYTICS	Pending	78-610,992	April 18, 2005
TRANSITCAM	Registered	3,125,108	August 1, 2006
INFOBUS	Pending	78-570,341	February 18, 2005

TOTALVIEW	Pending	77-055,252	December 1, 2006
PIXLINK	Pending	76-358,856	January 15, 2002