

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
INTEGRIAN, INC.		01/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	ESCALATE CAPITAL I, L.P.
Street Address:	300 West Sixth Street, Suite 2300
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	78894019	DPPLAYER
Registration Number:	3129129	INTEGRIAN
Serial Number:	78611175	MOBILE ANALYTICS PLATFORM
Serial Number:	78610992	MOBILE ANALYTICS
Registration Number:	3125108	TRANSITCAM
Serial Number:	78570341	INFOBUS
Serial Number:	77055252	TOTALVIEW
Registration Number:	2848992	DIGITALMEDIC
Registration Number:	2854763	DIGITALINVESTIGATOR
Registration Number:	2797175	DPFINDER
Registration Number:	2782772	DATATALKER
Serial Number:	76358856	PIXLINK
Registration Number:	2696458	PIXLINK
Registration Number:	2660598	DIGITALPATROLLER

CH \$390.00 78894019

Registration Number:	2575413	INTEGRIAN
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CORRESPONDENCE DATA

Fax Number: (213)630-5728
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-891-5011
Email: jhawke@buchalter.com
Correspondent Name: Jody Hawke
Address Line 1: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:	E8971-0002
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NAME OF SUBMITTER:	Jody Hawke
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Signature:	/Jody Hawke/
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Date:	02/14/2007
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Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 29, 2007 by and between Escalate Capital I, L.P. ("Lender") and Integrian, Inc. ("Borrower").

RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

INTEGRIAN, INC.

511 Davis Drive, Suite 300
Morrisville, NC 27560

By: Alger T. Faber

Name: Alger Faber

Title: CFO

LENDER:

Address of Lender:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

300 West Sixth Street,
Suite 2300
Austin, TX 78701

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: _____

Name: Tony Schell

Title: Member

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BORROWER:

Address of Borrower:

INTEGRIAN, INC.

511 Davis Drive, Suite 300
Morrisville, NC 27560

By: _____

Name: Alger Faber

Title: CFO

LENDER:

Address of Lender:

ESCALATE CAPITAL I, L.P.,
a Delaware limited partnership

300 West Sixth Street,
Suite 2300
Austin, TX 78701

By: Escalate Capital Management I,
its general partner

By: EC Management I, L.P.,
a general partner

By: Escalate Capital Management Co., LLC,
its general partner

By: _____

Name: Tony Schell

Title: Member

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

No.	Liens/Status	Owner	Title	Reg. No.	Reg. Date
1.	None.				

EXHIBIT B

PATENTS

No.	Liens/Status	Patent Description	Reg. No.	Issue Date
1.	Registered	Docking unit with spring-loaded connector	US 7074065	07/11/2006
2.	Registered	Protective apparatus for sensitive components	US 6967833 (10/464,558)	11/22/2005
3.	Registered	Composite mobile digital information system	US 6831556	12/14/2004
4.	Pending	Data enabled wireless microphone	10/217,476	8/14/2002
5.	Pending	Composite mobile digital information system	10/843,457	5/12/2004
6.	Pending	Composite mobile digital information system	10/951,711	9/29/2004
7.	Pending	Mobile and vehicle based digital video system	10/703,258	11/7/2003
8.	Pending	Digital video system-Intelligent information management system	10/704,046	11/7/2003
9.	Pending	Wireless microphone for public safety use	60/685,794	10/31/2005
10.	Pending	Improved mobile digital video recording system	60/707,523	8/12/2005
11.	Pending	Higher resolution pre-event record	60/709,111	8/17/2005
12.	Pending	Video quick zoom and autofocus for officer safety	60/711,688	8/26/2005
13.	Pending	Sensor activation of wireless microphone	60/720,647	9/26/2005
14.	Pending	New driver route familiarization	60/723,956	10/6/2005
15.	Pending	Mechanical docking and latching system	11/354,809	2/16/2006
16.	Pending	Vehicle camera lens water removal	11/386,734	3/23/2006

17.	Pending	Auto-zoom synchronization to reduce light clutter	11/452,345	6/8/2006
18.	Pending	Magnetic fluid adjustable optical iris	11/448,079	6/7/2006
19.	Pending	Activity based persistent recording	11/434,773	5/17/2006
20.	Pending	Digital identifier chaining	11/482,943	7/10/2006
21.	Pending	Expanded data storage for vehicle-based applications with a periodic duty cycle	11/506,806	8/21,2006
22.	Pending	Discoverable secure mobile wifi application with non-broadcast SSID	11/636,539	12/11/2006

EXHIBIT C
TRADEMARKS

No.	Status/Liens	Trademark	Reg. No./ Serial No.	Reg. Date/ File Date
1.	Pending	DPPLAYER	78-894,019	05/26/2006
2.	Registered	INTEGRAN	3,129,129	08/15/2006
3.	Pending	MOBILE ANALYTICS PLATFORM	78-611,175	04/18/2005
4.	Pending	MOBILE ANALYTICS	78-610,992	04/18/2005
5.	Registered	TRANSITCAM	3,125,108	08/01/2006
6.	Pending	INFOBUS	78-570,341	02/18/2005
7.	Pending	TOTALVIEW	77-055,252	12/01/2006
8.	Registered	DIGITALMEDIC	2,848,992	06/01/2004
9.	Registered	DIGITALINVESTIGATOR	2,854,763	06/15/2004
10.	Registered	DPFINDER	2,797,175	12/23/2003
11.	Registered	DATATALKER	2,782,772	11/11/2003
12.	Pending	PIXLINK	76-358,856	01/15/2002
13.	Registered	PIXLINK	2,696,458	03/11/2003
14.	Registered	DIGITALPATROLLER	2,660,598	12/10/2002
15.	Registered	INTEGRAN	2,575,413	06/04/2002