



To the Director of the U.S. Patent

103374204

and documents or the new address (es) below.

1. Name of conveying party(ies):
AUTHENTIX, INC.

Name and address of receiving party(ies):

Additional name(s) of conveying parties attached? Yes No

Name: **SILICON VALLEY BANK**

Internal Address: **HF 154**

Street Address: **3003 TASMAN DRIVE**

City: **SANTA CLARA**

State: **CA**

Country: **USA**

Zip: **95054**

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other 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)

Individual(s) Association
 General Partnership Limited Partnership

Corporation-State

Other

Additional name(s) of conveying parties attached? Yes No

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

Execution Date(s): **January 24, 2007**

Assignment

Merger

Security Agreement

Change of Name

Other :

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

A. Trademark Application No.(s)

78/469,603

78/469,608

B. Trademark Registration No.(s)

2,817,041 2,808,510 3,159,814 3,059,466

2,931,992 2,922,927

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

Additional sheets attached? Yes No

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

Name: **Silicon Valley Bank**

Internal Address: **HF154**

Street Address: **3003 Tasman Drive**

City: **Santa Clara** State: **CA** ZIP: **95054**

Phone Number: **(408) 919-0310**

Fax Number: **(408) 654-6313**

Email Address: **svaldivia@svb.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.

February 13, 2007

Date

02/22/2007 DBYRNE 00000158 78469603

Signature

Susana Valdivia

Name of Person Signing

Mike Jordan

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

2.22.07

OFFICE OF PUBLIC RECORDS
2007 FEB 22 AM 11:34
FINANCE SECTION

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and AUTHENTIX, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement dated January __, 2007 by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation 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.

This security interest is granted in conjunction with 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 set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

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

GRANTOR:

AUTHENTIX, Inc.,
a Delaware corporation

Address of Grantor:

4355 Excel Parkway, Suite 100
Dallas, TX 75001

Attn: _____

By:  _____

Title: CFO _____

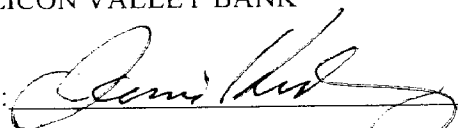
BANK:

SILICON VALLEY BANK

Address of Bank:

14185 N. Dallas Parkway, Suite 780
Dallas, TX 75254

Attn: _____

By:  _____

Title: Relationship Manager _____

EXHIBIT "A"
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Fuels Database	TX 6-309-545	12/6/05

EXHIBIT "C"
TRADEMARKS

<u>TRADEMARK DESCRIPTION</u>	<u>APPLICATION/REG. NO</u>
ISOTAG & design	2,817,041
ISOTAG & design	2,808,510
AUTHENTIX	3,159,814
AUTHENTIX	3,059,466
AUTHENTIX	2,931,992
AUTHENTIX	2,922,927
AXIS	78/469,603
AXIS	78/469,608

EXHIBIT "B"
PATENTS

<u>PATENT DESCRIPTION</u>	<u>PATENT/SERIAL NO.</u>	<u>FILING DATE</u>
Thermoplastic Materials Containing Near Infrared Fluorophores	5,397,819	11/24/93
Method for Marking Items for Identification	6,432,715	2/24/98
Isotopic Taggant Method and Composition	5,760,394	5/17/96
Phosphor Reader	29/235,413	8/2/05
Apparatus and Method for Security Tag Detection	11/192,902	7/29/05
Authentication of Ingestible Products Using Saccharides as Markers	60/816,812	6/27/06
Method to Product Synthetic Non-Woven Reinforced Natural Fiber Substrates	60/819,309	7/7/06
Method to Product Synthetic Non-woven Reinforced Natural Fiber Sustrates	60/819,575	7/10/06

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