

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.		04/24/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Intersouth Partners VI, L.P. as Lender Representative
Street Address:	3211 Shannon Road
Internal Address:	Suite 610
City:	Durham
State/Country:	NORTH CAROLINA
Postal Code:	27707
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2575413	INTEGRIAN
Registration Number:	2782772	DATATALKER
Registration Number:	2854763	DIGITALINVESTIGATOR
Registration Number:	2848992	DIGITALMEDIC
Registration Number:	2660598	DIGITALPATROLLER
Registration Number:	2797175	DPFINDER
Registration Number:	2696458	PIXLINK
Serial Number:	78894019	DPPLAYER
Registration Number:	3129129	INTEGRIAN
Registration Number:	3125108	TRANSITCAM
Serial Number:	78570341	INFOBUS
Serial Number:	77055252	TOTALVIEW
Serial Number:	76358856	PIXLINK

OP \$340.00 2575413

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-781-4000
Email: rjones@wyrick.com
Correspondent Name: Robert T. Jones, Jr., Paralegal
Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	16041.29
NAME OF SUBMITTER:	Robert T. Jones, Jr.
Signature:	/rtj/
Date:	05/08/2007

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**"), dated as of April 24, 2007, is hereby entered into by and among Integrian, Inc., a Delaware corporation (the "**Borrower**"), the purchasers set forth on **Exhibit A** to that certain Note and Warrant Purchase Agreement dated as of even date herewith (the "**Purchase Agreement**") (each, a "**Lender**" and sometimes collectively referred to herein as the "**Lenders**"), and Intersouth Partners VI, L.P., as the representative of the Lenders (the "**Lender Representative**").

RECITALS:

WHEREAS, the Lenders will make loans to Borrower (collectively, the "**Loan**"), which Loan shall be evidenced by Convertible Subordinated Secured Promissory Notes (the "**Notes**") issued on or after the date hereof pursuant to the Purchase Agreement between the Lenders and the Borrower, but only if Borrower grants the Lenders a security interest in its copyrights, trademarks and patents and other collateral described in that certain Security Agreement between Borrower and the Lenders (the "**Collateral**"), executed in connection with the Loan and dated as of the date hereof (the "**Security Agreement**"); and

WHEREAS, Borrower has granted the Lenders a security interest in its presently existing or later acquired Collateral;

NOW, THEREFORE, for good and otherwise valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Secured Obligations.** This Agreement is given to secure the due and punctual payment of the principal of and interest on the Notes issued pursuant to the Purchase Agreement and the due and punctual performance of all other obligations under the Loan Documents (as defined in the Security Agreement) now existing and hereafter arising, including future advances (and additional Notes issued pursuant to the Purchase Agreement in respect thereof) made pursuant to the Purchase Agreement, together with any extensions and renewals of the foregoing obligations and reasonable attorneys' fees if collected by or through an attorney-at-law (collectively the "**Secured Obligations**"); provided, however, that "Secured Obligations" shall not include any obligations of Borrower to any Lender in its capacity, as a holder of any of Borrower's capital stock.

2. **Security Interest.** As security for the due and punctual payment and performance by Borrower of the Secured Obligations, Borrower hereby grants the Lenders a security interest (which shall be subject and subordinate to the Permitted Liens, as defined in the Security Agreement) in all right, title and interest in its Intellectual Property (as defined below). As used herein, the term "**Intellectual Property**" shall include:

(a) All copyrights, trademarks, and patents of Borrower, including, without limitation, the copyrights, and patents, trademarks listed on **Schedule A** attached hereto, all amendments, renewals, extensions relating thereto, and all licenses or other rights to use the foregoing and all license fees and royalties from such use;

(b) Any trade secrets and any intellectual property rights in computer software and computer software products now or later existing, created, acquired or held by Borrower;

(c) All design rights which may be available to Borrower now or later created, acquired or held by Borrower;

(d) Any claims for damages (past, present or future) for infringement of any of the rights above, with the right, but not the obligation, to sue and collect damages for use or infringement of the intellectual property rights above; and

(e) All proceeds and products of any of the foregoing, including any and all insurance, indemnity or warranty payments, license royalties, proceeds of infringement suits, the right to sue for past, present and future infringements rights throughout the world, and all re-issues, divisions continuations, renewals, extensions and continuations-in-part with respect to any of the foregoing.

3. Term of Agreement. Borrower acknowledges and agrees that the number and amount of the Secured Obligations may fluctuate from time to time hereafter. Borrower expressly agrees that this Agreement and the security interest in the Intellectual Property conveyed to the Lenders hereunder shall remain valid and in full force and effect, notwithstanding any such fluctuations and future payments. This Agreement shall terminate, and each Lender shall release its security interest in the Intellectual Property, only upon the earlier to occur of (a) the payment in full by or on behalf of Borrower of all of the then outstanding Notes issued pursuant to the Purchase Agreement and all other obligations of Borrower pursuant to any of the Loan Documents, or (b) the conversion of the full amounts then outstanding under the Notes into shares of the Company's capital stock pursuant to the terms of such Notes.

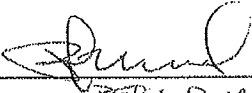
4. Security Agreement. This security interest is granted hereunder in conjunction with the security interest in the Collateral granted under the Security Agreement. The Lenders' rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Purchase Agreement, the Security Agreement and other documents related thereto, and are in addition to those available at law or in equity. The Lenders' rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Security Agreement. The Lenders' exercise of their rights, powers or remedies in this Agreement, the Purchase Agreement, the Security Agreement or any other documents related thereto does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

5. Amendment. This Agreement may be amended only in a writing signed by both Borrower and the Lender Representative, and any amendment so effected shall be binding upon Borrower and each of the Lenders.

[Signature pages follow.]

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER: INTEGRIAN, INC.

By: 
Name: PETER DURAND
Title: CEO

LENDER REPRESENTATIVE: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

By: _____
Name: _____
Title: _____

LENDERS: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

By: _____
Name: _____
Title: _____

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

BORROWER: INTEGRIAN, INC.

By: _____
Name: _____
Title: _____

LENDER REPRESENTATIVE: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

By: J J Aw
Name: JOHN J. GLUSHKO
Title: MEMBER, ACTING PURSUANT TO
POWER OF ATTORNEY

LENDERS: INTERSOUTH PARTNERS VI, L.P.

By: Intersouth Associates VI, LLC,
its General Partner

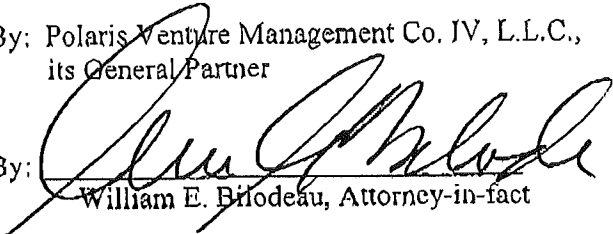
By: J J Aw
Name: JOHN J. GLUSHKO
Title: MEMBER, ACTING PURSUANT TO
POWER OF ATTORNEY

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

LENDERS
(Continued):

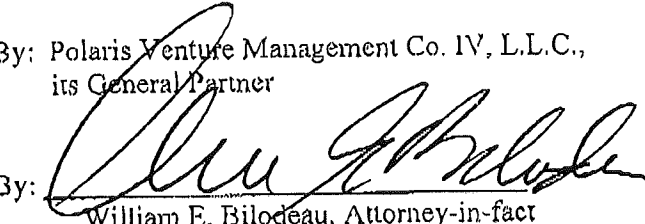
POLARIS VENTURE PARTNERS IV, L.P.

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: 
William E. Bilodeau, Attorney-in-fact

**POLARIS VENTURE PARTNERS
ENTREPRENEURS' FUND IV, L.P.**

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: 
William E. Bilodeau, Attorney-in-fact

**CREDIT SUISSE INTEGRIAN INVESTMENT
COMPANY LLC**

By: DLJ MB Advisors, Inc., its Managing Member

By: _____
Name: _____
Title: _____

WAKEFIELD GROUP III, LLC

By: _____
Name: _____
Title: _____

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

LENDERS
(Continued):

POLARIS VENTURE PARTNERS IV, L.P.

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

**POLARIS VENTURE PARTNERS
ENTREPRENEURS' FUND IV, L.P.**

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

**CREDIT SUISSE INTEGRIAN INVESTMENT
COMPANY LLC**

By: DLJMB Advisors, Inc., its Managing Member

By: _____
Name: Jason Karllasky
Title: Vice President

WAKEFIELD GROUP III, LLC

By: _____
Name: _____
Title: _____

This Intellectual Property Security Agreement is hereby executed as of the year and date first above written.

LENDERS
(Continued):

POLARIS VENTURE PARTNERS IV, L.P.

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

**POLARIS VENTURE PARTNERS
ENTREPRENEURS' FUND IV, L.P.**

By: Polaris Venture Management Co. IV, L.L.C.,
its General Partner

By: _____
William E. Bilodeau, Attorney-in-fact

**CREDIT SUISSE INTEGRIAN INVESTMENT
COMPANY LLC**

By: DLJ MB Advisors, Inc., its Managing Member

By: _____
Name: _____
Title: _____

WAKEFIELD GROUP III, LLC

By: *[Signature]*
Name: *Sara Nelson*
Title: *Managing Director & Partner*

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks and Service Marks:

<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

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