

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

INTEGRIAN, INC.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Square 1 Bank
 Internal
 Address: Jennifer Howard
 Street Address: 406 Blackwell St. Suite 240
 City: Durham
 State: NC
 Country: _____ Zip: _____

- 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)

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

Execution Date(s) July 9, 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)
 78894019
 SEE EXHIBIT C ATTACHED

B. Trademark Registration No.(s)
 2782772
 SEE EXHIBIT C ATTACHED

Additional sheet(s) attached? Yes No

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

DPP PLAYER
 DATATALKER

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

Name: Jennifer Howard

Internal Address: Square 1 Bank

Street Address: 406 Blackwell St.
Suite 240

City: Durham

State: NC Zip: 27701

Phone Number: 919-314-3123

Fax Number: 919-314-3110

Email Address: jhoward@square1bank.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$340.00

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

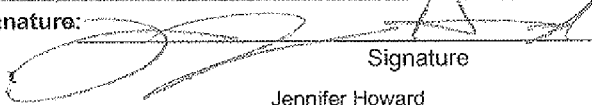
8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 50-3822

Authorized User Name Jennifer Howard

9. Signature:


 Signature
 Jennifer Howard

7/17/07

Date

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$340.00 503822 78894019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
DATATALKER	2782772	11/11/2003
DIGITAL MEDIC	2848992	6/1/2004
DIGITALINVESTIGATOR	2854763	6/15/2004
DIGITALPATROLLER	2660598	12/10/2002
DPFINDER	2797175	12/23/2003
DPP PLAYER	78894019	5/26/2006
INFOBUS	78570341	2/18/2005
INTEGRIAN	2575413	6/4/2002
INTEGRIAN	78631805	5/17/2005
PIXLINK	2696458	3/11/2003
PIXLINK	76358856	1/15/2002
TOTALVIEW	77055252	1/1/2006
TRANSITCAM	3125108	8/1/2006

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 9, 2007 by and between SQUARE 1 BANK ("Bank") and INTEGRIAN, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, 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.

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.

Address of Grantor:

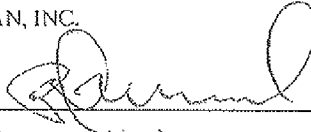
511 Davis Drive, Suite 300
Morrisville, NC USA 27560

Attn: Chief Executive Officer

GRANTOR:

INTEGRIAN, INC.

By:



Title:

President & CEO

Address of Bank:


406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By:



Title:

SVP

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
Composite Mobile Digital Information System*	10951711	9/29/2004
Composite Mobile Digital Information System*	10843457	5/12/2004
Digital Video System -- Intelligent Information Management System	10704046	11/7/03
Mobile and Vehicle-Based Digital Video System	10703258	11/7/03
Discoverable Secure Mobile Wifi Application with Non-Broadcast SSID	11636539	12/11/06
Expanded Data Storage for Vehicle-based Applications with a Periodic Duty Cycle	11506806	8/21/06
Digital Identifier Chaining	11482943	7/10/06
Auto-zoom Synchronization to Reduce Light Clutter	11452,345	6/8/06
Magnetic Fluid Adjustable Optical Iris	11448079	6/7/06
Activity Based Persistent Recording	11434773	5/17/06
Vehicle Camera Lens Water removal	11386734	3/23/06
Mechanical Docking and Latching System	11354809	2/16/06
Video Quick Zoom and Autofocus for Officer Safety	11332319	1/17/06
Sensor Activation of Wireless Microphone	11327458	1/9/06
High Resolution Pre-Event Record	11288190	11/29/05
Improved Mobile Digital Video Recording System	11269636	11/9/05
Wireless Microphone for Public Safety Use	11262724	11/1/05
Data Enabled Wireless Microphone*	10217476	8/14/02
Composite Mobile Digital Information System	6831556	12/14/04
Protective Apparatus for Sensitive Components	6967833	11/22/05
Docking unit with Spring Loaded Connector	7074065	7/11/06
Mobile digital video recording system	20070035632	11/9/05