

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
FIDELIS SECURITY SYSTEMS, INC.		09/06/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BRIDGE BANK, N.A.		
Street Address:	55 Almaden Blvd.		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77009337	FIDELIS	
Registration Number:	2980119	EXTRUSION PREVENTION SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	305983-149 FIDELIS		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$65.00 77009337

Date:

10/18/2007

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 6, 2007 by and between BRIDGE BANK, N.A. ("Bank") and FIDELIS SECURITY SYSTEMS, 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 Business Financing 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:

DEFINITIONS

As used in this Agreement, the following terms shall have the following definitions:

"Copyrights" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof.

"Intellectual Property Collateral" means all of Borrower's rights, title, and interest in and to the following: Copyrights, Trademarks and Patents; all trade secrets, all design rights, claim for damages by way of past, present and future infringement of any of the rights included above, all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

"Loan Documents" means, collectively, the Loan Agreement, any note or notes executed by Borrower, and any and all other agreements entered into in connection with the Loan Agreement, all as amended or extended from time to time.

"Patents" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Trademarks" means any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks.

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.

GRANTOR:

Address of Grantor:

4416 East West Highway, Suite 310
Bethesda, MD 20814

Attn: Timothy Sullivan/Gene Savchuck

FIDELIS SECURITY SYSTEMS, INC.

By: 

Title: CEO

BANK:

Address of Bank:

55 Almaden Blvd.
San Jose, CA 95113

Attention: Derek T. Almeida

BRIDGE BANK, N.A.

By: 

Title: VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

- US PCT Patent Application no. PCT/US2004/029503 HIGH PERFORMANCE CONTENT ANALYSIS PLATFORM (US Patent Application 10/658,877)
- Canadian Patent Application no. 2,537,882 HIGH PERFORMANCE CONTENT ANALYSIS PLATFORM
- Chinese Patent Application no. 200480033060.8 HIGH PERFORMANCE CONTENT ANALYSIS PLATFORM
- European Patent Application no. 04 788 665.0 HIGH PERFORMANCE CONTENT ANALYSIS PLATFORM
- Indian Patent Application no. 581/KOLNP/2006 HIGH PERFORMANCE CONTENT ANALYSIS PLATFORM
- Israeli PCT Patent Application no. 1744163 based on PCT/US2004/029503 HIGH PERFORMANCE CONTENT ANALYSIS PLATFORM
- Japanese Patent Application no. 2006-526298 HIGH PERFORMANCE CONTENT ANALYSIS PLATFORM

EXHIBIT C

Trademarks

Trademark Application for the mark FIDELIS in International Class 9, serial no.
77/009337

TM: EXTRUSION PREVENTION SYSTEM. Certificate of Registration no. 2,980,119
issued on July 26, 2005