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
VERIMATRIX, INC.		03/30/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	National Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3024002	VERIMATRIX
Serial Number:	76977743	VERIMATRIX
Serial Number:	76977744	VERIMATRIX
Serial Number:	78705216	VIDEOMARK
Serial Number:	78705232	FEDERATED AUTHENTICATION
Serial Number:	78705251	FEDERATED REGISTRY
Serial Number:	78843402	SIMULCAS
Serial Number:	78843696	QUANTUM IDENTITY
Serial Number:	78943599	VIEWRIGHT
Serial Number:	77094632	V-TRADE

CH $265.00 3024002

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	305983-150 VERIMATRIX
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	10/18/2007

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 20, 2007, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and VERIMATRIX, INC., ("Grantor") is made with reference to the Business Financing Agreement, dated as of March 30, 2007 (as amended from time to time, the "Financing Agreement'), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

TRADEMARK
REEL: 003642 FRAME: 0216

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

VERIMATRIX, INC.

By _____
Name: Tim DRISCOLL
Title: VP FINANCE

Address for Notices:
6825 Flanders Drive
San Diego, CA 92121
Fax (858) 677-7804
Attn: Tim Driscoll

LENDER:

BRIDGE BANK, NATIONAL ASSOCIATION

By _____
Name: Betty L. Linnell
Title: SVP

Address for Notices:
55 Almaden Blvd.
San Jose, CA 95113
Fax (408) 423-8510
Attn: Lee Shodiss

TRADEMARK
REEL: 003642 FRAME: 0217

Exhibit A

COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
NONE		

4/19/07

KURT KLITZNER

EXHIBIT B

TRADEMARKS

Description *	Registration/ Application Number	Registration/ Application Date

* SEE ATTACHED LISTING OF TRADEMARKS ENTITLED: "VERIMATRIX TRADEMARK STATUS REPORT (111792) UPDATED APRIL 5, 2007."

4/10/07

KURT KUTANEK

VERIMATRIX, INC.
TRADEMARK STATUS REPORT
(111792)
Updated April 5, 2007

Mark	Country	Class	Serial No./Filing Date	Reg. No./ Reg. Date	Status with USPTO
VERIMATRIX	U.S.	9	76/242,991 4/19/2001	3.024,002 12/6/05	Sections 8&15 Affidavits due by 12/6/11; Renewal due by 12/6/15
VERIMATRIX	U.S.	35	76/977,743 4/19/2001		Notice of Allowance 1/27/04; Statement of Use filed 1/29/07
VERIMATRIX	U.S.	42	76/977,744 4/19/2001		Notice of Allowance 1/27/04; Statement of Use filed 1/29/07
VIDEOMARK	U.S.	9	78/705,216 9/1/05		Notice of Allowance 3/1/07; **1st Ext/SOU due 9/1/07**
FEDERATED AUTHENTICATION	U.S.	9, 42	78/705,232 9/1/05		Notice of Allowance 2/20/07; **1st Ext/SOU due 8/20/07**
FEDERATED REGISTRY	U.S.	9, 42	78/705,251 9/1/05		Notice of Allowance 2/20/07; **1st Ext/SOU due 8/20/07**
SIMULCAS	U.S.	9	78/843,402 3/22/06		Notice of Allowance 1/16/07; **1st Ext/SOU due 7/16/07**
QUANTUM IDENTITY	U.S.	9	78/843,696 3/22/06		Response to Office Action filed 3/19/07
VIEWRIGHT	U.S.	9	78/943,599 8/2/06		Office Action 12/31/06; **Response to Office Action due 6/30/07**
V-TRADE	U.S.	36	77/094,632 1/30/07		Pending. Not yet assigned to Examiner
V-TRADE	HONG KONG	36	300843552 3/30/07		Pending.
V-TRADE	INDIA	36	1545654 4/2/07		Pending.

111792.000002/524405.01

Mark	Country	Class	Serial No./Filing Date	Reg. No./ Reg. Date	Status with USPTO
V-TRADE	MADRID PROTOCOL (Singapore, Japan, China, Australia, Korea)	36	A0007648 3/28/07		Pending.
V-TRADE	NEW ZEALAND	36	766077 3/30/07		Pending.
V-TRADE	TAIWAN	36	096014687 3/30/07		Pending.
V-TRADE	THAILAND	36			Pending.

EXHIBIT C

PATENTS

Description *	Registration/ Application Number	Registration/ Application Date

* SEE ATTACHED LISTING OF PATENTS ENTITLED:

"VERIMATRIX, INC" DATED MARCH 5 2007

4/10/07

KURT KLITENEC

TRADEMARK
REEL: 003642 FRAME: 0222

March 5, 2007

VERIMATRIX, INC.

COUNTRY	FILING DATE	SERIAL NO.	TITLE
UNITED STATES	1/19/2007	11/625,044	COVERT SECURITY DATA
PCT	1/19/2007	PCT/US07/60744	COVERT SECURITY DATA
UNITED STATES	6/19/2002	10/177,263	METHOD AND SYSTEM FOR PROTECTING OWNERSHIP RIGHTS OF DIGITAL CONTENT FILES
UNITED STATES	12/21/2006	11/614,888	MULTI-SOURCE BRIDGE BETWEEN CONTENT PROVIDERS AND ACCESS NETWORKS
PCT	12/22/2006	PCT/US06/62553	MULTI-SOURCE BRIDGE BETWEEN CONTENT PROVIDERS AND ACCESS NETWORKS
UNITED STATES	2/20/2001	09/789,298	NETWORK-BASED CONTENT DISTRIBUTION SYSTEM
UNITED STATES	2/28/2007	11/680,443	NEXT GENERATION MOVIE STUDIO
PCT	3/1/2007	PCTUS0763023	NEXT GENERATION MOVIE STUDIO
UNITED STATES	2/28/2007	11/680,492	PIRACY INSURANCE BUSINESS MODEL AND ASSOCIATED TECHNOLOGIES
PCT	3/1/2007	PCTUS0763026	PIRACY INSURANCE BUSINESS MODEL AND ASSOCIATED TECHNOLOGIES
PCT	10/06//2006	PCT/US/06/39280	POD-CONNECTED DATA MONITORING SYSTEM
PCT	11/13/2006	PCT/US06/60822	PRE-PROGRAMMED OPTICAL DISC DESIGNED FOR SECURE GAME PLAYERS ALLOWING FOR PAY TELEVISION SERVICES
UNITED STATES	11/1/2006	60/863,925	SOFTWARE SERVICES OR "OBJECTS" LOADED INTO ENTERTAINMENT MEDIA SERVERS TO CONNECT LOCAL VIDEO SHOPS
PCT	6/30/2006	PCT/US06/26001	SYSTEM AND METHOD FOR AGGREGATING, EDITING, AND DISTRIBUTING INTERNATIONAL TELEVISION VIA INTERNET PROTOCOL OR DATA OVER CABLE (DOCSYS) NETWORKS
UNITED STATES	7/20/2006	11/489,779	SYSTEM AND METHOD FOR AUTHENTICATION
PCT	7/20/2006	PCT/US06/28505	SYSTEM AND METHOD FOR AUTHENTICATION