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
Intellitactics, Inc.		06/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Orix Venture Finance LLC
Street Address:	245 Park Avenue
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167-0001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2569323	INTELLITACTICS

CH $40.00 2569323

CORRESPONDENCE DATA

Fax Number: (202)842-7899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: schism@cooley.com
Correspondent Name: Sharon E.Chism
Address Line 1: 777 Sixth Street, NW
Address Line 2: Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER:	307038-105
NAME OF SUBMITTER:	Sharon E. Chism
Signature:	/Sharon E. Chism/
Date:	12/18/2007

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "***Agreement***") is entered into as of June 12, 2007 by and between **ORIX Venture Finance LLC** ("***ORIX***") and **Intellitactics Inc.**, a Delaware corporation ("***Grantor***"), with reference to the following facts:

A. ORIX and Grantor are parties to that certain Loan and Security Agreement of even date herewith (as amended from time to time, the "***Loan Agreement***"). (Capitalized terms used herein have the respective meanings assigned to such terms in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to ORIX a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "***Obligations***" as defined in the Loan Agreement, Grantor grants to ORIX a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, and (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed on Schedule C hereto, and all extensions and renewals thereof, and (iv) all rights to recover for past or future infringement of any of the foregoing, and (v) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vi) all present and future accounts, accounts receivable, proceeds and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, and (iii) listed on Schedule C are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office.

3. Grantor shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing ORIX with at least 15 days prior written notice thereof, (ii) providing ORIX with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as ORIX may reasonably request from time to time to perfect or continue the perfection of ORIX's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or any supplement hereto in form acceptable to ORIX identifying the maskworks, software, computer programs

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or other works of authorship being registered and confirming the grant of a security interest therein in favor of ORIX.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and ORIX's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. Notwithstanding the foregoing, Grantor agrees that ORIX may, from time to time, update the Schedules to this Agreement pursuant to notice by Grantor of any additions or deletions thereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of such prevailing party's costs and expenses (including without limitation attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the Commonwealth of Virginia.

Address of Grantor:

1800 Alexander Bell Drive
Suite 500
Reston, VA 20191

Intellitactics Inc., a Delaware corporation

By_____
Title_____

Address of ORIX:

245 Park Avenue
19th Floor
New York, NY 10167-0001

ORIX Venture Finance LLC

By_____
Kevin P. Sheehan,
President and CEO

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By_____
Title_____

Address of ORIX:

245 Park Avenue
19th Floor
New York, NY 10167-0001

ORIX Venture Finance LLC

By Kevin P. Sheehan
Kevin P. Sheehan,
President and CEO

SCHEDULE A

Trademarks

Description	U.S. Registration/ Application Number	U.S. Registration/ Application Date
INTELLITACTICS	2569323	May 14, 2002

SCHEDULE B

Patents and Patent Applications

Description	Registration/ Application Number	Registration/ Application Date
METHOD AND SYSTEM FOR REAL TIME DETECTION OF THREATS IN HIGH VOLUME	11/633,626	12/5/2006
METHOD AND SYSTEM FOR REAL TIME DETECTION OF THREATS IN HIGH VOLUME	US2006/046421	12/6/2006
SELF LEARNING EVENT PARSER	11,633,627	12/5/2006
SELF LEARNING EVENT PARSER	US2006/046420	12/6/2006

SCHEDULE C

Copyrights

Description	Registration/ Application Number	Registration/ Application Date

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