

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Guardium, Inc.		12/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kreos Capital III Limited
Street Address:	47 Esplanade
City:	St. Helier, Jersey
State/Country:	UNITED KINGDOM
Postal Code:	JE1 0BD
Entity Type:	COMPANY: JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2880860	GUARDIUM

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6448
 Email: huelinh.tran@wilmerhale.com
 Correspondent Name: Michael J. Bevilacqua, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street
 Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	110.373.179
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DOMESTIC REPRESENTATIVE

Name: Michael J. Bevilacqua, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP
 Address Line 2: 60 State Street

CH \$40.00 2880860

Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:

Michael J. Bevilacqua

Signature:

/michael j. bevilacqua/

Date:

01/04/2008

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is an **INTELLECTUAL PROPERTY SECURITY AGREEMENT** made this 28th day of December 2007 (the "Agreement") between **GUARDIUM, INC.**, a Delaware corporation with its principal office located at 230 Third Avenue, Waltham, MA 02451 (the "Debtor") and **KREOS CAPITAL III LIMITED**, a company incorporated in Jersey under registered number 05981165 whose registered office is at 47 Esplanade, St. Helier, Jersey JE1 0BD (with its successors and assigns, the "Secured Party").

RECITALS

A. The Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to the Debtor (the "Term Loans") in the amounts and manner set forth in that certain Loan and Security Agreement between the Secured Party and the Debtor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement") and those certain Term Notes issued by the Debtor to the Secured Party (as the same may be amended, modified and supplemented from time to time, the "Term Notes"). The Secured Party is willing to make the Term Loans to the Debtor, but only upon the condition, among others, that the Debtor shall grant to the Secured Party a security interest in, among other things, certain copyrights, trademarks and patents to secure the obligations of the Debtor under the Loan Agreement, this Agreement and the Term Notes. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Debtor has granted to the Secured Party a security interest in all of the Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral, including without limitation the Intellectual Property Collateral (defined below).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure the Obligations, the Debtor hereby grants and pledges to the Secured Party a security interest in all of the Debtor's right, title and interest in, to and under all intellectual property which is listed on Schedule A hereto, together with all goodwill of the business symbolized by the trademarks, 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, and all proceeds of each of the foregoing (including, without limitation, all license royalties and proceeds of infringement suits) (collectively the "Intellectual Property Collateral").

2. This security interest is granted in conjunction with the security interest granted to the Secured Party under the Loan Agreement. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the Term Notes, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided herein or in the Loan Agreement or any related 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Term Notes, or any of related documents, or now or hereafter existing at law or in equity,

shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

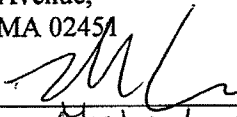
3. The Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, or excerpts or copies hereof, as requested by the Secured Party.

[The remainder of this page is intentionally left blank. Signature page follows.]

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.

DEBTOR:

GUARDIUM, INC.
230 Third Avenue,
Waltham, MA 02451

By: 
Name: Michael Castronovo
Title: VP Rival
Duly Authorized

SECURED PARTY:

KREOS CAPITAL III LIMITED
47 Esplanade, St. Helier,
Jersey JE1 0BD

By: _____
Name: _____
Title: _____
Duly Authorized

[Signature Page to Intellectual Property Security Agreement]

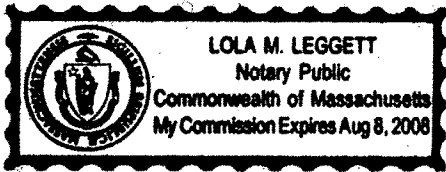
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Middlesex

On this 18th day of December 2007, before me, the undersigned notary public, personally appeared Michael Castricone, VP Finance of Guardium, Inc. proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Lola M. Leggett
Notary Public, State of MA

My Commission Expires: 08/08/08



[Notary Page to Intellectual Property Security Agreement]

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.

DEBTOR:

GUARDIUM, INC.
230 Third Avenue,
Waltham, MA 02451

By: _____
Name: _____
Title: _____
Duly Authorized

SECURED PARTY:

KREOS CAPITAL III LIMITED
47 Esplanade, St. Helier,
Jersey JE1 0BD

By: _____
Name: Raoul Stein
Title: General Partner
Duly Authorized

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE A
**Debtor's Trademarks, Trademark Applications, Tradenames,
 Patents, Patent Applications, Copyrights, and Copyright Applications**

PATENTS

Serial Number	Title	Filing Date	Status
10/723,521	SYSTEM AND METHODS FOR NONINTRUSIVE DATABASE SECURITY	November 26, 2003	Pending OA Rec'd
10/483,275	IMPROVEMENTS IN OR RELATING TO DATABASE ACCESS SECURITY	January 9, 2004	Pending
02747645.6	IMPROVEMENTS IN OR RELATING TO DATABASE ACCESS SECURITY	January 13, 2004	Pending
PCT/IL02/00575	IMPROVEMENTS IN OR RELATING TO DATABASE ACCESS SECURITY	July 16, 2002	Pending
10/762,660	SYSTEM AND METHODS FOR ADAPTIVE BEHAVIOR BASED ACCESS CONTROL	January 22, 2004	Pending
10/780,407	SYSTEM AND METHODS FOR TRACKING LOCAL DATABASE ACCESS	February 17, 2004	Pending OA Rec'd
11/139,250	SYSTEM AND METHODS FOR GATHERING AND REPORTING USING HIGH RESOLUTION DATA	May 27, 2005	Pending OA Rec'd
11/195,387	SYSTEM AND METHODS FOR MONITORING LOCAL DATABASE ACCESS	August 2, 2005	Pending
11/267,387	METHODS AND APPARATUS FOR TRACKING AND RECONCILING DATABASE COMMANDS	November 4, 2005	Pending
11/642,432	IDENTIFYING ATTRIBUTE PROPAGATION FOR MULTI-TIER PROCESSING	December 20, 2006	Pending
11/709,516	NONDESTRUCTIVE INTERCEPTION OF SECURE DATA IN TRANSIT	February 22, 2007	Pending

COPYRIGHTS

Registration No.	Title	Registration Date
TX-6-206-439	"Guardium, Inc., Web Site: April, 2005"	June 3, 2005
TX-6-152-437	"SQL Guard version 3.6 Source Code, User Interfaces, and Related Documentation"	February 14, 2005

TRADEMARKS

Registration No.	Title	Registration Date
2,880,860	GUARDIUM	September 7, 2004