

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
TRICIPHER, INC.		03/07/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 East Trimble Road		
Internal Address:	M/C 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78561103	TRICIPHER	
CORRESPONDENCE DATA			
Fax Number:	(858)638-5033		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8586386733		
Email:	karen.johanson@dlapiper.com		
Correspondent Name:	DLA PIPER US LLP		
Address Line 1:	4365 Executive Dr., Suite 1100		
Address Line 2:	ATTN: KAREN JOHANSON		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-238		
NAME OF SUBMITTER:	Troy Zander		
Signature:	/Troy Zander/		

CH \$40.00 78561103

Date:

04/21/2008

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 7, 2008 by and between COMERICA BANK ("Bank") and TRICIPHER, INC., a Delaware corporation ("Borrower").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of November 17, 2006, as amended from time to time including by that certain First Amendment to Loan and Security Agreement dated as of May 10, 2007, that certain Second Amendment to Loan and Security Agreement dated as of January 11, 2008 and that certain Third Amendment to Loan and Security Agreement date as of the date hereof (as the same may be further 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 Borrower, but only upon the condition, among others, that Borrower shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Bank a security interest in all of Borrower'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 Borrower and Bank, Borrower 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 Borrower and Bank, Borrower grants and pledges to Bank a security interest in all of Borrower'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.

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

Upon the earlier of (i) Borrower achieving cash flow positive operations for two consecutive calendar quarters or (ii) the receipt by Borrower of Seven Million Five Hundred Thousand Dollars (\$7,500,000) in New Equity, Bank's Lien in the Intellectual Property Collateral and this Intellectual Property Security Agreement shall both immediately terminate.

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.

BORROWER:

Address of Borrower:

750 University Avenue, Ste. 100
Los Gatos, CA 95032

Attn: Chief Executive Officer

TRICIPHER, INC.

By: 

Title: _____

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By: 

Title: VICE PRESIDENT

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>
Technique for asymmetric crypto-key generation	11055986	2/14/05
Authentication protocol using a multi-factor asymmetric key pair	11055988	2/14/05
Asymmetric key pair having a kiosk mode	11056114	2/14/05
Technique for providing multiple levels of security	11056115	2/14/05
Roaming utilizing an asymmetric key pair	11056116	2/14/05
Multiple factor private portion of an asymmetric key	11056120	2/14/05
Asymmetric crypto-graphy with rolling key security	11332204	1/17/06
Multifactor split asymmetric crypto-key with persistent key security	11381829	5/5/06
Secure login using a multifactor split asymmetric crypto-key with persistent key security	11381878	5/5/06
System and method for password throttling	6883095	4/19/05
High security cryptosystem	6940980	9/6/05
System and method for crypto-key generation and use in cryptosystem	6970562	11/29/05
Secure communications network with user control of authenticated personal information provided to network entities	7017041	3/21/06
One time password entry to access multiple network sites	7055032	5/30/06
System and method for generation and use of asymmetric crypto-keys each having a public portion and multiple private portions	7065642	6/20/06
System and method for authentication in a crypto-system utilizing symmetric and asymmetric crypto-keys	7069435	6/27/06
Method and system for authorizing generation of asymmetric crypto-keys	7149310	12/12/06
Flexible and adjustable authentication in cyberspace	11704912	2/12/07
Secure login using augmented single factor split key asymmetric cryptography	11421080	8/9/07
Protecting one-time-passwords against man-in-the-middle attacks	11415065	2/8/07
Secure login using single factor split key asymmetric cryptography and an augmenting factor	11421088	2/8/07
Augmented single factor split key asymmetric cryptography-key generation and distributor	11421076	2/8/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
TRICIPHER	78561103	2/4/05
RemoteID	77200803	6/7/07

Handwritten mark