

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
HABEAS, INC.		02/29/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	COMERICA BANK		
Street Address:	75 E. Trimble Road		
Internal Address:	MC 4770		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Texas Banking Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2824561	HABEAS	
Registration Number:	2824560	HABEAS	
Registration Number:	2824559	X-HABEAS-SWE-3: LIKE HABEAS SWE	
<b>CORRESPONDENCE DATA</b>			
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:	036703-1189 HABEAS		
NAME OF SUBMITTER:	Erin O'Brien		

**CH \$90.00 2824561**

Signature:

/Erin O'Brien/

Date:

05/13/2008

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 26, 2008 (the "Agreement") by and between COMERICA BANK ("Bank") and HABEAS, INC., a Delaware corporation ("Grantor").

### RECITALS

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 Loan and Security Agreement by and between Bank and Grantor dated as of March 5, 2006, as amended by a First Amendment to Loan and Security Agreement dated as of January 31, 2007 and a Second Amendment to Loan and Security Agreement dated as of July 30, 2007, and by that certain Third Amendment to Loan and Security Agreement of even date herewith (the "Third Amendment") (as the same may be amended, modified or supplemented from time to time, collectively, 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 Third Amendment, 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:

### 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. Upon Borrower's reaching two consecutive quarters of positive cash flow from Borrower's operations after the date of this Agreement, Bank shall release its security interest in the Copyrights, Trademarks and Patents.

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.


Address of Grantor:

779 East Evelyn Avenue  
Mountain View, CA 94041

Attn: Chief Financial Officer


GRANTOR:

HABEAS, INC.

By:   
Title: CEO

BANK:

COMERICA BANK

By:   
Title: SVP

Address of Bank:

m/c 4770  
75 E Trimble Road  
San Jose, CA 95131

Attention: Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
[Habeas, Inc., portion of computer program]	TX5681959	04/07/03

**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and system for enhanced electronic mail processing	11/245,984	10/06/05
Method and apparatus for querying reputation networks	60/950,102	7/16/07

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
HABEAS (and design)	2,824,561	03/23/04
HABEAS	2,824,560	03/23/04
X-HABEAS-SWE-3; LIKF HABEAS SWE	2,824,559	03/23/04