



**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration or Application Number</b>	<b>Registration or Application Date</b>
SPIDER	75/561,071	09/29/1998
Misc. design	75/561,057	09/29/1998
RF CODE	76/274,056	06/20/2001
MOBILETRAK	76/403,414	05/03/2002
MANTIS	76/403,416	05/03/2002
TAVIS	76/431,739	07/15/2002
EPAD	78/312,400	10/10/2003
TAVIS & Design	78/420,282	05/17/2004
HYBRID RFID ARCHITECTURE	78/580,860	03/04/2005
RF Code	77/308,740	10/19/2007
RF Code	77/308,751	10/19/2007

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of June 13, 2008, by and between **SQUARE 1 BANK ("Bank")** and RF Code, Inc., a Delaware corporation ("**Grantor**").

**RECITALS**

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank is willing to extend and to continue to extend financial accommodations 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.

**C.** Pursuant to the terms of the Loan Agreement, 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 Bank and Grantor, 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 (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 (collectively, "Intellectual Property Collateral").

Notwithstanding anything to the contrary, following Borrower's indefeasible payment in full of the E Code Debt, and documented release, as determined in the Bank's sole discretion, of the security interests related thereto, (i) the description of Bank's Collateral shall be as set forth on Exhibit B-2 of the Loan Agreement, and (ii) subject to the proviso below, Bank's lien and

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security interest in the Intellectual Property Collateral shall terminate and Bank hereby agrees to promptly release its security interest and lien thereon; provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Intellectual Property Collateral.

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.

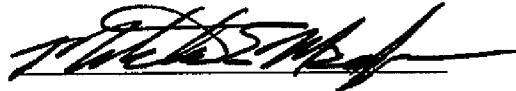
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**RF CODE, INC.**

Address of Grantor:

9229 Waterford Centre Blvd.  
Austin, TX 78758

By: 

Title: CEO

**BANK:**

**SQUARE 1 BANK**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: \_\_\_\_\_

Title: \_\_\_\_\_

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security interest in the Intellectual Property Collateral shall terminate and Bank hereby agrees to promptly release its security interest and lien thereon; provided, however, that the Collateral shall include all accounts and general intangibles that consist of rights to payment and proceeds from the sale, licensing or disposition of all or any part, or rights in, the Intellectual Property Collateral.

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.

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.

**GRANTOR:**

**RF CODE, INC.**

Address of Grantor:

9229 Waterford Centre Blvd.  
Austin, TX 78758

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BANK:**

**SQUARE 1 BANK**

Address of Bank:

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Loan Documentation Department

By: 

Title: VP

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**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
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**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Registration or Serial Number</b>	<b>Registration or Filing Date</b>
Object Identification System With Adaptive Transceivers and Methods	6,362,737	03/26/2002
Monitoring Antenna System	6,351,215	02/26/2002
System for Item and Orientation Identification	6,621,410	09/16/2003
Information Storage and Identification Tag	6,104,311	08/15/2000
Zone Based Radio Frequency Identification	6,552,661	04/22/2003
Identification Device Detection Using Multiple Signal Combination	7,049,933	05/23/2006
Object Identification System With Adaptive Transceivers and Methods of Operation	6,982,646	01/03/2006
Radio Frequency Identification Device	10/934,175	09/03/2004
Object Identification System With Adaptive Transceivers and Methods of Operation	6,831,562	12/14/2004
Carrier With Antenna for Radio Frequency	6,340,932	01/22/2002
Wireless Identification Systems and Protocols	7,030,731	04/18/2006
Wireless Vending Communication System	7,253,729	08/17/2007
Middleware Appliance for Scalable and Reliable Automated Identification	10/863,010	06/07/2004
System Method and Computer Program Product for Monitoring Inventory	10/889,981	07/12/2004
Object Identification System With Adaptive Transceivers and Methods of Operation	11/305,376	12/15/2005
Presence Pattern and Weight Sensor Surface	11/412,409	04/26/2006
RFID Systems & Methods Employing Infrared Localization	11/412,415	04/26/2006
Tamper Monitoring System and Method	11/412,414	04/26/2006
Wireless Identification Systems and Protocols	7,030,731	04/18/2006

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Location-Based Security, Privacy, Access Control and Monitoring System	11/766,482	06/21/2007
Asset Tracking System For Electronic Equipment	61/024,484	01/29/2008

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