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08-05-2008

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

OPR/FINANCE



103517838

**APPLICATION FORM COVER SHEET**  
**REMARKS ONLY**

Mark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Authentium, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) July 30, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Safeguard Delaware, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 1105 North Market Street, Suite 1300

City: Wilmington

State: Delaware

Country: United States Zip: 19801

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached sheet.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Donald W. Hughes

Internal Address: \_\_\_\_\_

Street Address: 41 S. High Street, Suite 1300

City: Columbus

State: OH Zip: 43215

Phone Number: 614-365-2734

Fax Number: 614-365-2499

Email Address: dhughes@ssd.com

**6. Total number of applications and registrations involved:**

12

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date 08/04/2008 - 08/04/2011

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

40.00  
275.00

**9. Signature:**

Carl L. Spataro, Jr.  
Signature

July 30, 2008

Date

Carl L. Spataro, Jr.  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Trademark Registration No.(s)**

76/452,455
76/096,922
76/096,881
76/096,959
76/355,481
78/772,849
78/772,860
78/927,494
77/285,702
77/307,172
77/312,351
77/373,354

**COLLATERAL ASSIGNMENT OF  
PATENTS, TRADEMARKS AND COPYRIGHTS**

On this 30th day of July, 2008, AUTHENTIUM, INC., a Delaware corporation ("Assignor"), with its principal place of business and mailing address at 7121 Fairway Drive, Suite 102, Palm Beach Gardens, Florida 33418, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, grants to SAFEGUARD DELAWARE, INC. ("Agent") for itself and the benefit of the Purchasers (as defined in the Security Agreement described below) under that certain Security Agreement by and between Assignor and Agent dated of even date herewith (the "Security Agreement"), with its mailing address at 1105 N. Market Street, Suite 1300, Wilmington, Delaware 19801, a continuing security interest in the following property:

(i) Each patent, patent registration and patent application (to the extent permitted by applicable law) listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent, patent registration and patent application; and

(ii) Each patent license listed on Schedule A-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such patent license; and

(iii) Each trademark, trademark registration and trademark application (to the extent permitted by applicable law) listed on Schedule B-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(iv) Each trademark license listed on Schedule B-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark license; and

(v) Each copyright, copyright registration and copyright application (to the extent permitted by applicable law) listed on Schedule C-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright, copyright registration and copyright application; and

(vi) Each copyright license listed on Schedule C-2 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such copyright license; and

(vii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any item listed in the attached Schedules hereto or by reason of injury to the goodwill associated with any such patent, patent registration, patent application or patent license, trademark, trademark registration, trademark application or trademark

license, copyright, copyright registration, copyright application or copyright license in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in the Security Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the grant of the security interest in the patents, patent registrations, patent applications or patent licenses, trademarks, trademark registrations, trademark applications or trademark licenses, copyrights, copyright registrations, copyright applications or copyright licenses made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[No further text on this page; signature page follows]*

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

AUTHENTIUM, INC.,  
a Delaware corporation

By: Carl L. Spataro Jr.  
Name: Carl L. Spataro Jr.  
Title: V.P. General Counsel

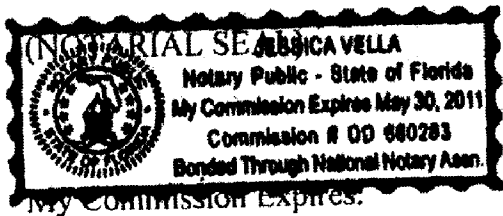
SAFEGUARD DELAWARE, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Florida )  
COUNTY OF Palm Beach ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Carl L. Spataro, Jr., VP + General Counsel of AUTHENTIUM, INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20 day of July, 2008.



Jessica Vella  
Notary Public  
Jessica Vella  
(Type or Print Name)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

AUTHENTIUM, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAFEGUARD DELAWARE, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: Brian J. Sisko  
Title: Vice President

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ of AUTHENTIUM, INC., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this \_\_\_\_\_ day of July, 2008.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Type or Print Name)

C-2-1

COLUMBUS/643916.3

TRADEMARK  
REEL: 003831 FRAME: 0617

# SCHEDULE A-1

## **U.S. Patent Numbers and Pending U.S. Patent Application Numbers**

### **A. Patents and Patent Applications**

#### Issued Patents - United States:

None.

#### Pending/Provisional Applications for Patents - United States:

<b>Description</b>	<b>Patent Application No.</b>
System and method for handling an event in a computer system (TSX)	20060015880
Trusted Secure Desktop	61/022,685
System and Method for Protecting Data Accessed Through a Network Connection	61/022,709
System and Method for Providing Transactional Security for an End User Device	12/111,777 <sup>1</sup>
System and Method for Providing a Secure Environment for Software Virtualization Systems	61/054,321

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<sup>1</sup> Continuation of Patent Application.

**SCHEDULE A-2**

**Patent Licenses**

None.

A-2-1

COLUMBUS/643916.3



## SCHEDULE B-1

### Registered Trademarks - United States:

Mark	Registration No.
Command & "Design"	76/452,455
Command Antivirus	76/096,922
Command Interceptor	76/096,881
Command on Demand	76/096,959
m@il command	76/355,481
Authentium	78/772,849
Authentium ESP	78/772,860
VirtualATM	78/927,494
VERO (Notice of Allowance issued)	77/285,702
SecureTalk (Notice of Allowance issued)	77/307,172
GALILEO	77/312,351
SafeCentral (application submitted)	77/373,354

### Pending Trademark Applications - United States:

None.

B-1-1

COLUMBUS/643916.3

TRADEMARK  
REEL: 003831 FRAME: 0620

**SCHEDULE B-2**

**Trademark Licenses**

None.

B-2-1

COLUMBUS/643916.3

**SCHEDULE C-1**

**Registered U.S. Copyrights and Copyright Applications**

**Registered Copyrights - United States:**

None.

**Copyright Applications - United States:**

None.

C-1-1

COLUMBUS/643916.3

TRADEMARK  
REEL: 003831 FRAME: 0622

**SCHEDULE C-2**

**Licenses Granted to Assignor of Intellectual Property Used in the Business**

[Intentionally Omitted for Confidentiality Reasons]

C-2-1

COLUMBUS/643916.3