

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
NETKEY, INC.		08/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2634831	NETKEY
Registration Number:	2639123	NETKEY
Registration Number:	2662420	E-ME
Registration Number:	2656180	UNLOCK THE POWER OF SELF-SERVICE
Registration Number:	2251483	LEXITECH
Registration Number:	2249686	NETKEY
Registration Number:	2633748	NETKEY
Registration Number:	2045760	NETKEY
Registration Number:	1755740	WAYFINDER
Registration Number:	2574831	LEXITECH
Registration Number:	1591227	LEXITECH
Registration Number:	2735825	WEBPAVEMENT

CORRESPONDENCE DATA

900113513

**TRADEMARK
 REEL: 003833 FRAME: 0054**

CH \$315.00 2634831

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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:	036703-1360 NETKEY
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	08/11/2008

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 4, 2008 by and between COMERICA BANK ("Bank") and NETKEY, INC., a Delaware corporation ("Grantor").

RECITALS

A. 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 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). 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 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 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.

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.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Netkey.	TXu731315	02/26/96
Wayfinder: second generation	TX3550734	05/06/93
Wayfinder.	TX2703862	10/17/89



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Browser kiosk system	6,078,848	06/20/00
Browser kiosk system	5,761,071	06/02/98
Web information kiosk	5,826,267	10/20/98
Web attract loop	09/903,976	07/12/01
System for facilitating digital advertising	09/818,020	03/26/01



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
NETKEY	2,634,831	10/15/02
NETKEY	2,639,123	10/22/02
E-ME	2,662,420	12/17/02
UNLOCK THE POWER OF SELF-SERVICE	2,656,180	12/03/02
LEXITECH	2,251,483	06/08/99
NETKEY	2,249,686	06/01/99
NETKEY	2,633,748	10/15/02
NETKEY	2,045,760	03/18/97
WAYFINDER	1,755,740	03/02/93
LEXITECH	2,574,831	06/04/02
LEXITECH	1,591,227	04/10/90
WEBPAVEMENT	2,735,825	07/15/03

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