

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BITARMOR SYSTEMS, INC.		03/21/2008	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	5 RADNOR CORPORATE CENTER, NUMBER 555
Internal Address:	100 MATSONFORD ROAD
City:	RADNOR
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	CHARTERED BANK: PENNSYLVANIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77311682	
Serial Number:	77311696	SMART TAG
Serial Number:	77311688	DATACONTROL
Serial Number:	77185577	BITARMOR
Serial Number:	77185576	BITARMOR SECURITY SUITE
Serial Number:	77185575	BITARMOR

CORRESPONDENCE DATA

Fax Number: (404)962-6736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (404) 885-3038
 Email: michael.brignati@troutmansanders.com
 Correspondent Name: MICHAEL J. BRIGNATI, PH.D.
 Address Line 1: TROUTMAN SANDERS LLP
 Address Line 2: 600 PEACHTREE STREET, N.E.
 Address Line 4: ATLANTA, GEORGIA 30308-2216

TRADEMARK

ATTORNEY DOCKET NUMBER:	220763.000884
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	/Michael J. Brignati 60,890/
Date:	09/09/2008
Total Attachments: 6 source=SVB-BitArmor_Agreement#page1.tif source=SVB-BitArmor_Agreement#page2.tif source=SVB-BitArmor_Agreement#page3.tif source=SVB-BitArmor_Agreement#page4.tif source=SVB-BitArmor_Agreement#page5.tif source=SVB-BitArmor_Agreement#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 21, 2008 by and between SILICON VALLEY BANK ("Bank") and BITARMOR SYSTEMS, INC. ("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 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 Schedules 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.

The security interest granted hereunder shall automatically terminate, without further action of Bank or Grantor, upon the Collateral Change Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

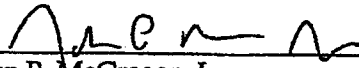
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

401 Liberty Avenue, Suite 1900
Pittsburgh, Pennsylvania 15222
Attn: John P. McGregor, Jr.

BITARMOR SYSTEMS, INC.

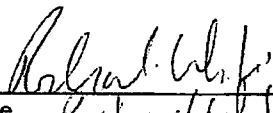
By: 
John P. McGregor, Jr.
Chief Executive Officer

BANK:

Address of Bank:

5 Radnor Corporate Center
Number 555
100 Matsonford Road
Radnor, Pennsylvania 19087
Attn: Richard White

SILICON VALLEY BANK

By: 
Name Richard White
Title VP - National Manager

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods for Detecting and Preventing Exploitation of Remnant Data in Memory	61/038,329	3/20/2008

Pending patents

“Methods for Constructing Computationally Efficient Advanced Encryption Standard Implementations”
Serial Number: 11/441,473
Official Filing Date: 5/26/2006

“Methods for Accelerating Security and Management Operations on Data Segments”
Serial Number: 11/441,613
Official Filing Date: 5/26/2006

“Methods and Systems for Efficient Forward-Secure Network Transmissions”
Serial Number: 11/626,364
Official Filing Date: 1/23/2007

“Methods for Cryptographic Delegation and Enforcement of Dynamic Access to Stored Data”
Serial Number: 11/688,462
Official Filing Date: 1/29/2007

“Methods for Constructing Computationally Efficient Advanced Encryption Standard Implementations”
Serial Number: 60,684,744
Official Filing Date: 5/26/2005

“Methods for Accelerating Security and Management Operations on Data Segments”
Serial Number: 60/684,772
Official Filing Date: 5/26/2005

“System for Efficient Forward-Secure Network Transmissions”
Serial Number: 60/761,318
Official Filing Date: 1/23/2006

“Methods for Cryptographic Delegation and Enforcement of Dynamic Access to Stored Data”
Serial Number: 60/762,930
Official Filing Date: 1/27/2006

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Design Only (Pending)	77/311,682	10/23/2007
SMART TAG (Pending)	77/311,696	10/23/2007
DATACONTROL (Pending)	77/311,688	10/23/2007
BITARMOR - Stylized and/or with design (Pending)	77/185,577	05/20/2007
BITARMOR SECURITY SUITE (Pending)	77/185,576	05/20/2007
BITARMOR (Pending)	77/185,575	05/20/2007