

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Square 1 Bank		10/28/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nortel Networks Inc.		
<b>Street Address:</b>	The Corporation Trust Company Corporation Trust Center		
<b>Internal Address:</b>	1209 Orange Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3349489	IDENGINES	
Registration Number:	3349580	IGNITION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-4400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.408.4000		
<b>Email:</b>	docketing@finnegan.com		
<b>Correspondent Name:</b>	Christianna Lewis Barnhart		
<b>Address Line 1:</b>	Finnegan Henderson Farabow et al.		
<b>Address Line 2:</b>	901 New York Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	7281.0777 AND 7281.0778		
<b>NAME OF SUBMITTER:</b>	Attorney for Assignee		

OP \$65.00 3349489

Signature:

/Christianna Lewis Barnhart/

Date:

12/04/2008

Total Attachments: 4

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## REGISTERED TRADEMARK ASSIGNMENT AND TRANSFER STATEMENT

This Registered Trademark Assignment and Transfer Statement (this "Assignment") is made as of October 28, 2008 (the "Effective Date"), by Square 1 Bank ("Secured Party") to Nortel Networks Inc. ("Assignee").

### RECITALS

A. Secured Party and Borrower have entered into that certain Loan and Security Agreement dated as of July 18, 2007 (as amended, the "Loan Agreement"), pursuant to which Secured Party made loans to Borrower ("Loans"). In order to secure the prompt payment and performance of the Loans and all other obligations owing by Borrower under the Loan Agreement, Borrower granted Secured Party a valid, perfected first-priority security interest in and upon the Collateral (as defined in the Loan Agreement).

B. Borrower is in default of its obligations to Secured Party with respect to the Loans and the Loan Agreement and other documents or instruments executed in connection therewith and all such obligations (the "Obligations") have been accelerated and are now immediately due and payable in accordance with the terms thereof. By letter dated October 1, 2008 Secured Party has notified Borrower in writing that it is in default of the Obligations secured by the Collateral.

C. Secured Party has the present right to enforce all of its remedies against Borrower and the Collateral under the Loan Agreement and Chapter 6 of Division 9 of the California Commercial Code.

D. Secured Party, Borrower and Purchaser have entered into the Asset Purchase Agreement And Secured Party Transfer Statement (this "Purchase Agreement") dated as of October 28, 2008, providing for the foreclosure sale by Secured Party to Assignee of the Transferred Assets (as defined in the Purchase Agreement), including the Borrower's patent applications listed on Exhibit A attached hereto (the "Patent Applications").

E. Secured Party, pursuant to the rights granted to it under the Loan Agreement and Division 9 of the California Commercial Code, hereby makes the following assignment and transfer statement to Assignee in accordance with Section 9619 of the California Commercial Code.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party makes the following assignment and agrees as follows:

#### **1.0 Assignment.**

1.1 Pursuant to the Secured Party's foreclosure rights and remedies under the Loan Agreement and Sections 9601 through 9628 of the California Commercial Code, Secured

Party hereby assigns, sells, transfers and sets over unto Assignee all of the Borrower's right, title and interest in and to the Trademarks, including the goodwill associated therewith and symbolized thereby, all rights of Secured Party to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademarks, including the right to bring an action for past, present and future infringement, dilution, misappropriation, or misuse, all rights to recover damages, profits and injunctive relief with respect thereto, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action and claims (either in law or in equity) for past, present and future infringement, dilution, misappropriation, or misuse, of the Trademarks, the same to be held by Assignee for Assignee's own use and enjoyment, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Borrower if this Assignment had not been made.


- 1.2 From time to time hereafter, Secured Party agrees to execute, acknowledge and deliver at the request of the Assignee all instruments and assignments, and to perform any other reasonably necessary steps that the Assignee may reasonably require, in order to vest all of Borrower's rights, title, and interest in and to the Trademarks in the Assignee and to facilitate Assignee's enjoyment and enforcement of the Trademarks and the related rights and causes of action assigned hereby and to carry out the purpose and intent of this Assignment.
- 1.3 Notwithstanding any provision in this Assignment to the contrary, this Assignment applies to whatever right, title and interest, if any, the Borrower may have in and to the Trademarks and the other rights described in Section 1.1 hereof and Secured Party makes no representation and warranty regarding the extent to which Borrower has any interest in and to the Trademarks or such other rights.

## **2.0 Miscellaneous.**

- 2.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representative of the Secured Party, has executed this Assignment below effective as of the Effective Date.

SQUARE 1 BANK

By:   
Name:  
Title:

Addresses

Secured Party


Square 1 Bank  
06 Blackwell Street, Suite 240  
Durham, North Carolina 27701  
Attn: Chief Financial Officer and Chief Credit Officer

Assignee

Nortel Networks Inc.  
220 Athens Way  
Nashville, TN 37228  
Attn: Legal Dept.

Borrower

Identity Engines, Inc.  
936 Hamlin Court  
Sunnyvale, California 94089

 10/2/08

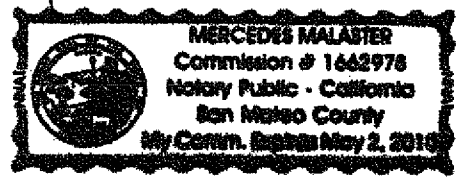


Exhibit A

**Trademarks**

<u>Mark</u>	<u>Registration Number</u>	<u>Country</u>
IDENGINES	3,349,489	USA
IGNITION	3,349,580	USA

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