

TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State CA
 Other

Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies):
Additional name(s) of conveying parties attached? Yes No

Name: **ATRU A TECHNOLOGIES INC**

Internal Address

Street Address: **1696 DELL AVENUE**

City: **CAMPBELL**
State: **CA**
Country: **USA**
Zip: **95008**

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

Execution Date(s): **December 19, 2008**

Assignment Merger
 Security Agreement Change of Name
 Other

Association Citizenship
 General Partnership Citizenship
 Limited Partnership Citizenship
 Corporation Citizenship :Canada
 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)
	78370536
	78301871
	76685638

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

Additional sheets attached? Yes No

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

Name: **UCC Direct Services**

Internal Address: **Attn: 14080632**

Street Address: **187 Wolf Road, Suite 101**

City: **Albany** State: **NY** ZIP: **12205**

Phone Number: **1-800-342-3676 X 4065**

Fax Number: **1-800-962-7049**

Email Address: **cls-udsalbany@wolterskluwer.com**

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): **\$ 90.00**

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

8. Payment Information:

a. Credit Card Last 4 Numbers **5683**
Expiration Date **11/09**

b. Deposit Account Number
Authorized User Name

9. Signature: *Joseph D. Borgman* 12/22/08
Signature Date

Joseph D. Borgman
Name of Person Signing

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

CP \$90.00 78370536

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 3, 2007 by and between SILICON VALLEY BANK ("Bank") and ATRUA TECHNOLOGIES, 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 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, 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) (the "Intellectual Property Collateral"), 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.

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:

1696 Dell Avenue
Campbell, California 95008

Attn: Anthony Gioeli

ATRUA TECHNOLOGIES, INC.

By: Anthony Gioeli 

Title: CEO/President

BANK:

Address of Bank:

3979 Freedom Circle Drive, Suite 600
Santa Clara, California 95054

Attn: Samir Kaji

SILICON VALLEY BANK

By: 

Title: VP

TYSON01 331794v1 220753-TBA

TRADEMARK
REEL: 003908 FRAME: 0742

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>
CURVED DISC JOYSTICK POINTING DEVICE	5675309	10/07/1997
JOYSTICK POINTING DEVICE	5949325	10/06/1997
POINTING DEVICE	6184866	02/06/2001
POINTING DEVICE HAVING SEGMENT RESISTOR SUBTRATE	6236034	05/22/2001
ERGONOMIC POINTING DEVICE	6252582	06/26/2001
UNINTERRUPTED CURVED DISC POINTING DEVICE	6256012	07/03/2001
POINTING DEVICE WITH NON-SPRING RETURN MECHANISM	6313826	11/06/2001
VARIABLE RESISTANCE DEVICES AND METHODS	6404323	06/11/2002
POINTING DEVICE	6496178	12/17/2002
POINTING DEVICE WITH INTEGRATED SWITCH	6563488	05/13/2003
METHOD AND SYSTEM FOR BIOMETRIC IMAGE ASSEMBLY FROM MULTIPLE PARTIAL BIOMETRIC FRAME SCANS	7197168	03/27/2007
VARIABLE RESISTANCE DEVICES AND METHODS	7190251	3/13/2007
System for and method of finger initiated actions	10882787	06/30/2004
Fingerprint biometric capture device and method with integrated on-chip data buffering	10099558 (abandoned)	03/13/2002
CAPACITIVE SENSOR SYSTEM WITH IMPROVED CAPACITANCE MEASURING SENSITIVITY	10134042	04/25/2002
SURFACE CAPACITANCE SENSOR SYSTEM USING BURIED STIMULUS ELECTRODE	10155793	05/22/2002
Connection assembly for integrated circuit sensors	10155834 (abandoned)	05/22/2002
Secure network and networked devices using biometrics	10194949 (abandoned)	07/12/2002
Method and system for determining confidence in a digital transaction	10194959 (abandoned)	07/12/2002
System and method for a miniature user input device	10873393	06/21/2004
System for and method of generating rotational inputs	10912655	08/04/2004
Secure system and method of creating and processing partial finger images	10947040	09/21/2004

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REEL: 003908 FRAME: 0744



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Trademark Assignment Details

Reel/Frame: 3599/0436

Received: 08/10/2007

Attorney Dkt #: 220763-796

Conveyance: SECURITY INTEREST

Recorded: 08/10/2007

Pages: 8

Total properties: 3

Serial #:	Mark:	Filing Dt:	Reg #:	Reg Dt:
1 26542508 ✓	UNLOCKING THE POWER OF MOBILE DEVICES	09/04/2003	NONE	
2 28301871	ATRUA	09/17/2003	3056240 ✓	01/31/2006
3 28320536 ✓	ATRUA WINGS	02/19/2004	NONE	

Assignor

1 ATRUA TECHNOLOGIES, INC.

Handwritten: 7037 0551 - MURPHY
76574576
305 6240
76/542508

Exec Dt: 08/03/2007
Entity Type: CORPORATION
Citizenship: CALIFORNIA

Entity Type: CORPORATION
Citizenship: CALIFORNIA

Assignee

1 SILICON VALLEY BANK
3979 FREEDOM CIRCLE DRIVE
SUITE 600
SANTA CLARA, CALIFORNIA 95054

Correspondence name and address

ANNE E. YATES
600 PEACHTREE STREET, N.E.
TROUTMAN SANDERS LLP - SUITE 5200
ATLANTA, GA 30308-2216

If you have any comments or questions concerning the data displayed, contact PRO / Assignments at 571-872-3850, v.2.6.1
Web interface last modified: April 20, 2007 v.2.6.1

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Search Results as of: 10/05/2007 06:49 PM

Customizable touch input module for an electronic device	11058514 (abandoned)	02/14/2005
SYSTEM FOR AND METHOD OF DETERMINING PRESSURE ON A FINGER SENSOR	11102227	04/07/2005
System for and method of emulating electronic input devices	11219100	09/01/2005
Systems for dynamically illuminating touch sensors	11400431	04/06/2006
System for and method of securing fingerprint biometric systems against fake-finger spoofing	11484381	07/10/2006
Devices using a metal layer with an array of vias to reduce degradation	11591242	10/31/2006
System For And Method Of Emulating Mouse Operations Using A Finger Image Sensor	11056820	8/18/2005
Variable Resistance Devices And Methods	10188513	11/21/2002
Dynamic Finger Detection Mechanism For A Fingerprint Sensor	11060846	
Electrostatic Discharge Protection For A Fingerprint Sensor	11070154	
Auto-Calibration Of Pointing Devices Used In A Computer User Interface	09523407	
Systems Using Variable Resistance Zones and Stops for Generating Inputs to an Electronic Device	11705951	
Resilient Material Potentiometer	11494828	11/23/2006
Resilient Material Potentiometer	11701578	
Resilient Material Potentiometer	11701890	
Linear Resilient Material Variable Resistor	11544114	3/22/2007
Resilient Material Variable Resistor	11546652	3/22/2007
Resilient Material Variable Resistor	11701579	
Resilient Material Variable Resistor	11701618	
Resilient Material Variable Resistor	11701643	
Systems Using Variable Resistance Zones and Stops for Generating Inputs to an Electronic Device	11705951	
System For And Method Of Protecting An Integrated Circuit From Over Currents	11397449	
Method And System For Biometric Image Assembly From Multiple Partial Biometric Frame Scans	11707625	

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ATRUA (registered)	3056240	01/31/2006
UNLOCKING THE POWER OF MOBILE DEVICES (pending- allowed)	76/542508	09/04/2003
ATRUA WINGS (pending)	78/370536	02/19/2004
HAPTORXD (abandoned)	78/370551	02/19/2004
UNLOCKING THE POWER OF MOBILE DEVICES...AT THE SPEED OF TOUCH (abandoned)	76/574576	02/09/2004
ATRUA (registered)	3056240	01/31/2006
UNLOCKING THE POWER OF MOBILE DEVICES (pending- allowed)	76/542508	09/04/2003
VARATOUCH	110683 (California)	2/04/2005
VSENSE	060217 (California)	2/03/2005
VARASWITCH	110684 (California)	2/04/2005
MACROPOINT	110692 (California)	2/04/2005
MICROPOINT	110691 (California)	2/04/2005
MINIPOINT	110690 (California)	2/04/2005
NANOPOINT	110689 (California)	2/04/2005
SCROLLSWITCH	110688 (California)	2/04/2005
TELEPOINT	110687 (California)	2/04/2005
VARAPAD	110686 (California)	2/04/2005
VARAPOINT	110685 (California)	2/04/2005