

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET 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):

RETICA SYSTEMS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: DELAWARE
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) February 13, 2009

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Square 1 Bank

Internal

Address: Lee Conner

Street Address: 406 Blackwell Street, Suite 240

City: Durham

State: NC

Country: US Zip: 27701

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship North Carolina
☐ 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)

77/607,468 and as more fully described in Exhibit C

B. Trademark Registration No.(s)

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: Lee Conner

Internal Address: Square 1 Bank

Street Address: 406 Blackwell St.

Suite 240

City: Durham

State: NC Zip: 27701

Phone Number: 919-314-3099

Fax Number: 919-354-1278 - NEW

Email Address: lpandocsdept@square1bank.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40

- ☐ 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 _____

b. Deposit Account Number 50-3822
Authorized User Name Lee Conner

9. Signature:

Lee Conner
Signature

February 13, 2009

Date

Lee Conner

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$40.00 503822 77607468

700399563

TRADEMARK
REEL: 003936 FRAME: 0332

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
IDENTITY IN MOTION	77/607,468	11/05/2008

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 13, 2009 by and between SQUARE 1 BANK ("**Bank**") and RETICA SYSTEMS, INC., a Delaware corporation ("**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 as of February 13, 2008 (as the same may be amended, modified or supplemented from time to time, including by that certain First Amendment to Loan and Security Agreement, of even date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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 Bank and Grantor, 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 (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 (collectively, "Intellectual Property Collateral").

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.

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:

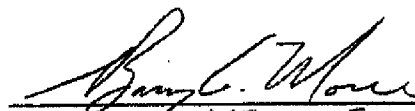
Address of Grantor:

RETICA SYSTEMS, INC.

201 Jones Road, 3rd Floor West
Waltham, MA 02451

By:

Title:


CEO & PRESIDENT

BANK:

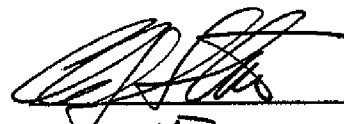
Address of Bank:

SQUARE 1 BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

By:

Title:


VP

square 1 bank

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

square 1 bank

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
Method and System for Generating a Combined Retina/Iris Pattern Biometric	7,248,720	07/24/2007
Method and System for Automatically Capturing an Image of a Retina	11/028,726	01/03/2005
Method and System for Detecting Biometric Liveness	11/258,749	10/26/2005
LONG DISTANCE MULTIMODAL BIOMETRIC SYSTEM AND METHOD	11/898,188	09/10/2007
MULTIMODAL OCULAR BIOMETRIC SYSTEM AND METHODS	11/798,500	05/14/2007
MULTIMODAL OCULAR BIOMETRIC SYSTEM AND METHODS	11/898,190	09/10/2007
System & Method for Biometric Retinal Identification	11/785,924	04/20/2007
Method for Generating a Unique and Consistent Signal Pattern for Identification of an Individual	09/705,133	11/02/2000
Method for Generating a Unique and Consistent Signal Pattern for Identification of an Individual	10/103,106	03/21/2002
Method for Generating a Unique and Consistent Signal Pattern for Identification of an Individual	10/648,463	08/26/2003
System for Capturing an Image of the Retina for Identification	10/038,168	10/23/2001
Wide Field of View Scanning Laser	5,784,148	07/21/1998

square 1 bank

Ophthalmoscope

Wide Field of View Scanning Laser Ophthalmoscope	5,949,520	09/07/1999
Portable Scanning Laser Ophthalmoscope	5,861,938	01/19/1999
Portable Fundus Viewing System for an Undilated Eye	5,861,939	01/19/1999
System for Treating the Fundus of an Eye	5,997,141	12/07/1999

Portable Scanning Laser Ophthalmoscope	5,673,097	09/30/1997
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Robust Extraction Method for Iris Data	11/526,096	09/25/2006
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System and Method for Biometric Retinal Identification	60/795,645	04/28/2006
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Multimodal Ocular Biometric Device (Mobile-Eyes)	60/800,023	05/15/2006
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Multimodal Ocular Biometric Device (Mobile-Eyes)	60/812,949	06/13/2006
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Multimodal Ocular Biometric Device (Mobile-Eyes)	60/819,630	07/11/2006
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Multimodal Ocular Biometric Device (Mobile-Eyes)	60/844,659	09/15/2006
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Multimodal Ocular Biometric Device (Eagle-Eyes)	60/844,644	09/15/2006
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Long Distance Multimodal Biometric Acquisition Algorithms	60/935,973	09/10/2007
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Dual Sensor Imaging System for Multimodal	60/935,971	09/10/2007
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Fast Focus Measurement Method for Irises and Faces	60/987,925	11/14/2007
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Long-Range Multi-Biometric Methods And Systems	61/035,879	03/12/2008
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Long Distance Multimodal Biometric System And Method	12/208,328	09/10/2008
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