

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
SpectrInLine	3,172,451	11/14/2006
ASMOC	3,527,530	11/04/2008
SpectrInLine	3,285,421	08/28/2007
100%	3,338,031	11/20/2007
ASMOC	3,489,159	08/19/2008
EASYFIT	3,245,905	05/29/2007
EVERGREEN	3,250,236	06/12/2007
EVERGREEN	3,257,468	07/03/2007
EASYFIT	3,203,373	01/30/2007
OMETRIC BEYOND MEASURE	3,219,298	03/20/2007
OMETRIC	3,223,678	04/03/2007
RealTime InLine	3,190,265	12/26/2006
REAL TIME IN LINE	3,257,453	07/03/2007
OMETRIC	3,219,297	03/20/2007
OMETRIC BEYOND MEASURE	3,221,136	03/27/2007
SPECTRINLINE	3,200,201	01/23/2007



INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 12, 2009 by and between SQUARE 1 BANK ("Bank") and Ometric Corporation, a South Carolina 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 Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated on or about January 12, 2009 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).

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:

201 Arbor Lake Drive
Columbia, SC 29223

OMETRIC CORPORATION

By: Title: V.D. BUEHNER OARR.**BANK:**

Address of Bank:

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

SQUARE 1 BANK

By: Title: AUP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None.		

EXHIBIT B**PATENTS**

Description	Registration OR Serial Number	Registration OR Filing Date
Methods of assessing and designing an application specific measurement system	11/442,915	05/30/2006
Methods of customizing, licensing and sustaining a technology option to meet a customer requirement	11/471,115	06/20/2006
Optical Analysis Systems and Methods for Dynamic, High-Speed Detection and Real-Time Multivariate Optical Computing	11/681,270	03/02/2007