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: Plea	se record the attached documents or the new address(es) below.				
1. Name of conveying party(ies): OMETRIC CORPORATION	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached?  Yes  No				
Individual(s) Association   General Partnership Limited Partnership   ✓ Corporation- State: South Carolina   Other   Citizenship (see guidelines)   Additional names of conveying parties attached? Yes ✓ No   3. Nature of conveyance )/Execution Date(s):   Execution Date(s) January 12, 2009   Assignment Merger   ✓ Security Agreement Change of Name   Other Other	Name: Square 1 Bank Internal Address: Lee Conner  Street Address: 406 Blackwell Street, Suite 240  City: Durham  State: NC  Country: US  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)  B. Trademark Registration No.(s)  3,172,451 and as more fully described in Exhibit C					
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Lee Conner	6. Total number of applications and registrations involved:				
Internal Address: <u>Square 1 Bank</u> Street Address: <u>406 Blackwell St.</u> Suite 240	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 415  Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed				
City: <u>Durham</u>	8. Payment Information:				
State: <u>NC</u> Zip: <u>27701</u> Phone Number: <u>919-314-3099</u>	a. Credit Card Last 4 Numbers Expiration Date				
Fax Number: 919-354-1278 - NEW Email Address: loandocsdept@square1bank.com	b. Deposit Account Number <u>50-3822</u> Authorized User Name <u>Lee Conner</u>				
9. Signature:  Signature  Lee Conner  Name of Person Signing	03/05/09  Date  Total number of pages including cover sheet, attachments, and document:  6				

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

TRADEMARK REEL: 003947 FRAME: 0358

## EXHIBIT C

# TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
Spectrinline	3.172,451	11/14/2006
ASMOC	3,527,530	11/04/2008
Spectrinfine	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
EASYFU	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
REALLIME INTINE	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	04/23/2007

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### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 12, 2009 by and between SQUARE I 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 suc 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

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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

Title: V. Dusmares DOAR.

BANK:

Address of Bank:

406 Blackwell Street, Suite 240

Durham, NC 27701

Attn: Loan Documentation Department

SQUARE I BANK

Bv:

Title:

## EXHIBIT A

## COPYRIGHTS

	Registration	Registration
Description	Number	Date
None.		

1

# Ехнівіт В

# **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, ficensing and sustaining a technology option to meet a customer requirement	13/471.115	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

1

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