

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netforensics, Inc.		07/07/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77137005	NETFORENSICS	
Serial Number:	75710052	NETFORENSICS	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	9070806		
NAME OF SUBMITTER:	Christopher E. Kondracki		
Signature:	/Christopher E. Kondracki/		

CH \$65.00 77137005

Date:

08/03/2009

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 7, 2009 by and between **SILICON VALLEY BANK**, a California corporation with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462 ("Bank") and **NETFORENSICS, INC.**, a Delaware corporation with its principal place of business at 200 Metroplex Drive, 3rd Floor, Edison, New Jersey 08817 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (i) that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of July 7, 2009, and (ii) that certain Export-Import Bank Loan and Security Agreement by and between Bank and Grantor dated as of July 7, 2009 (as both may be amended, modified or supplemented from time to time, collectively, 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

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 date first written above.

GRANTOR:

Address of Grantor:

200 Metroplex - 3rd fl
Edison, NJ 08817
Attn: cont. IT

NETFORENSICS, INC.

By: [Signature]
Title: CEO

BANK:

Address of Bank:

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462

SILICON VALLEY BANK

By: [Signature]
Title: Vice President

Attn: Ms. Kate Leland

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B


Patents

Patent	Status/Key Dates	Reg./App. No.	Owner
Comprehensive Security Structure Platform for Network Managers	Granted 10/24/2006 App. Date 8/17/2000	Pat. No. 7,127,743 App. No. 09/640,606	NetForensics, Inc.
Comprehensive Security Structure Platform for Network Managers	Published App. Date 9/7/2006	App. No. 11/470,736	NetForensics, Inc.
Security Event Data Normalization	Pending App. Date 4/6/2009	App. No. 12/418,815	NetForensics, Inc.

EXHIBIT C

Trademarks

U.S. Holdings:

Trademark	Status/Key Dates	Goods/Services	Ser./Reg./App. No.	Owner
NETFORENSICS	Registered December 11, 2007 Int'l Class: 9 First Use: May 26, 1999 Filed: March 21, 2007 Published: September 25, 2007	(Int'l Class: 9) Computer software and hardware for network security purposes	SN:77-137005 RN:3,351,390	NETFORENSICS, INC.
NETFORENSICS and Design 	Registered 8 & 15 November 3, 2006 Int'l Class: 9 First Use: May 6, 1999 In Commerce: May 26, 1999 Filed: June 11, 1999 Published: December 28, 1999 Registered: March 21, 2000	(Int'l Class: 9) Computer software for network security purposes	SN:75-710052 RN:2,332,889	NETFORENSICS, INC.

Brazilian Holdings:


Trademark	Status/Key Dates	Goods/Services	Ser./Reg./App. No.	Owner
NETFORENSICS & Design 	Published	(Int'l Class: 9) Computer software	826210899	Netforensics, Inc.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.

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