

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TW Vericept Corporation		08/19/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3353148	VERICEPT	
<b>Registration Number:</b>	2745074	V VERICEPT	
<b>Registration Number:</b>	2714702	V	
<b>Serial Number:</b>	75930551	DEFINE YOUR EBOUNDARIES	
<b>Serial Number:</b>	75820107	JUST DON'T DO IT AT WORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-415-1555		
<b>Email:</b>	mail@specializedpatent.com		
<b>Correspondent Name:</b>	Christopher E. Kondracki		
<b>Address Line 1:</b>	1501 Wilson Boulevard		
<b>Address Line 2:</b>	Suite 510		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22209		
<b>ATTORNEY DOCKET NUMBER:</b>	9080812		

**CH \$140.00 3353148**

**900143233**

**TRADEMARK  
 REEL: 004061 FRAME: 0905**

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	09/15/2009
<b>Total Attachments: 9</b> source=TW Vericept#page1.tif source=TW Vericept#page2.tif source=TW Vericept#page3.tif source=TW Vericept#page4.tif source=TW Vericept#page5.tif source=TW Vericept#page6.tif source=TW Vericept#page7.tif source=TW Vericept#page8.tif source=TW Vericept#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 19<sup>th</sup> day of August, 2009, by and between **TW VERICEPT CORPORATION**, a Delaware corporation with its principal place of business at 70 West Madison Street, Suite 1050, Chicago, Illinois 60602 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Lender").

### 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 August 19, 2009 (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, 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:

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");

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;

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

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");

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");

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");

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;

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;

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

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 first date written above.

Address of Grantor:  
70 W. Madison St, Suite 1050  
Chicago, IL 60602

Attn: \_\_\_\_\_

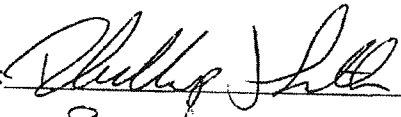
Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

GRANTOR:

TW VERICEPT CORPORATION

By: 

Title: Secretary

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

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:

TW VERICEPT CORPORATION

By: \_\_\_\_\_

Attn: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: Jay Wefer

Attn: Jay Wefer

Title: Relationship Manager

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Vericept View, version 5.1	TX 5-867-507	10/28/2003
View Filter, version 1.2.1	TX 5-867-506	10/28/2003
VIEW Solutions Installation Guide	TX 5-923-042	2/11/2004
VIEW Solutions System Administration	TX 5-923-043	2/11/2004
View Solutions Reports	TX 5-805-010	2/11/2004
VIEW Solutions Event Policies	TX 5-805-011	2/11/2004
VIEW Quick Start Installation – Software Only	TX 5-805-008	2/11/2004
VIEW Solutions User Administration	TX 5-805-012	2/11/2004
VIEW Quick Reference	TX 5-805-009	2/11/2004
VIEW Quick Start Installation – Pre-loaded Hardware	TX 5-805-007	2/11/2004
Vericept Solutions Data Analyzer	TX 6-207-413	6/3/2005
Vericept filter : filter user's guide	TX 6-245-027	6/3/2005
Vericept Quick Reference	TX 6-204-843	6/3/2005
Vericept Filter: Installation Guide	TX 6-208-209	6/3/2005
Vericept Quick Start Installation for a pre loaded appliance	TX 6-117-230	6/3/2005
Vericept Quick Installation Software Only	TX 6-117-229	6/3/2005
Vericept Solutions Installation and Setup Guide	TX 6-117-235	6/3/2005
Vericept 7 1 Platform	TX 6-190-279	6/3/2005
The Vericept Data Loss Prevention Solution User Interface Guide 9.0.2.	TX0006928397	9/30/2008
The Vericept Data Loss Prevention Solution Release Notes 9.0.2.	TX0006928437	9/30/2008
The Vericept Data Loss Prevention Solution Syslog Message Template Guide 9.0.2.	TX0006929035	9/30/2008

TRADEMARK

REEL: 004061 FRAME: 0911

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Patents – United States</u>		
Employee internet management device	7,315,891	Filed:12/6/2007 Granted:1/1/2008
Employee internet management device	11/951,848	Filed: 12/6/2007
Method and apparatus for predictive and actual intrusion detection on a network	10/838,863	Filed: 5/4/2004 Status: pending Appeal#2009-8147 Assigned 4/21/09
Apparatus and method for linguistic scoring	10/748,677	Filed: 12/31/2003 Status: pending
Apparatus and method for linguistic scoring	12/233,323	Filed: 9/18/2008 Status: application published
Source level optimization of regular expressions	11/297,865	Filed: 12/9/2005 Status: pending
Systems and methods for network user resolution	10/965,276	Filed: 10/14/2004 Status: pending
Method, apparatus, and system for clustering and classification	10/983,258	Filed: 11/4/2004 Status: Issue Fee paid 5/29/09
Method, apparatus, and system for clustering and classification	11/951,848	Filed: 6/10/2009 Status: Pending
<u>Patents – Japan</u>		
A method, apparatus, and system for clustering and classification	2007-540011	Filed: 11/3/2005 Status: pending



**Patents – Europe**

Method, apparatus, and system for clustering and classification 05824443.5 Filed: 11/3/2005  
Status: pending

**Patents – Other Foreign**

Method, apparatus, and system for clustering and classification 2/590/476 Filed: 11/3/2005  
Status: Pending

Method, apparatus, and system for clustering and classification 2136/CHENP/2007 Filed: 11/3/2005  
Status: Pending

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Trademarks – United States</u>		
Vericept name	Application No. 78/084,996 Registration No. 3,353,148	Granted: 12/18/07
Vericept logo	Application No. 78/088,785 Registration No. 2,745,074	Granted: 7/29/03
Vericept logo stylized "V"	Application No. 78/088,782 Registration No. 2,714,702	Granted: 5/6/03
DEFINE YOUR EBOUNDARIES	Application No. 75/930,551	Filed: 2/15/00 Abandoned 8/26/02
ESNIFF	Application No. 75/820,472	Filed: 11/2/99 Withdrawn 11/15/02
JUST DON'T DO IT AT WORK	Application 75/820,107	Filed: 10/30/99 Abandoned 12/11/01
<u>Trademarks – European Union</u>		
DEFINE YOUR EBOUNDARIES	Registration No. 1880160	Granted: 1/21/02
ESNIFF	Application No. 1880343	Filed: 9/29/00
JUST DON'T DO IT AT WORK	Registration No. 1880004	Granted: 1/21/02

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

N/A