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TO: VIRTUAL LAW PARTNERS LLP COMPANY: P.O. BOX 1329

RESUBMISSION
MAD 8/26/09

09-17-2009

Electronic Version v1.1
Stylesheet Version v1.1



103574188

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Validity Sensors, Inc.		08/12/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	78734922	FUTURE PROOF
Serial Number:	78734918	FUTURE PROOF
Serial Number:	78734915	VALIDITY SENSORS INC
Serial Number:	78734903	VALIDITY SENSORS
Serial Number:	78734889	VALIDITY
Serial Number:	78627074	LIVEFLEX
Serial Number:	77589721	EASE OF USE, EASE OF MIND
Serial Number:	77535309	V VALIDITY
Serial Number:	77501230	THE QUALITY TOUCH, AT YOUR FINGERTIP
Serial Number:	77501208	THE QUALITY TOUCH
Serial Number:	77454746	OUR QUALITY IS AT YOUR FINGERTIP
Serial Number:	77535331	V
Serial Number:	77501172	THE SECURITY OF TOUCH, AT YOUR FINGERTIP
Serial Number:	77501139	THE SECURITY OF TOUCH

OP \$740.00 78734922

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Serial Number:	77454711	QUALITY AT YOUR FINGERTIP
Serial Number:	77748046	IDENTITY VALIDATION
Serial Number:	77639404	
Serial Number:	77709924	GIVE YOUR PASSWORDS THE FINGER
Serial Number:	77702409	EZSENSE
Serial Number:	77702579	GIVE YOUR SMARTPHONE THE FINGER
Serial Number:	77702550	GIVE YOUR KEYBOARD THE FINGER
Serial Number:	77702526	TOUGHSWIPE
Serial Number:	77702517	GIVE YOUR MOUSE THE FINGER
Serial Number:	77702428	GIVE YOUR PASSWORD THE FINGER
Serial Number:	77889866	GIVE YOUR PC THE FINGER
Serial Number:	77680489	SECURESENSE
Serial Number:	77680447	TOUGHSENSE
Serial Number:	77535232	TOUCH OF COLOR
Serial Number:	77535180	SECUREMATCH

CORRESPONDENCE DATA

Fax Number: (650)472-3092
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@virtuallawpartners.com
 Correspondent Name: Virtual Law Partners LLP
 Address Line 1: P.O. Box 1329
 Address Line 4: Mountain View, CALIFORNIA 94042

ATTORNEY DOCKET NUMBER:	SVB_VALIDITY
NAME OF SUBMITTER:	Stephen G. Sullivan
Signature:	/Stephen G. Sullivan/
Date:	08/26/2009

Total Attachments: 9
 source=SVB_Validity_Signed_IP_SecurityAgreement_Updated#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and VALIDITY SENSORS, INC. ("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 the Effective Date (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 the prompt and complete payment and performance of all of Grantor's present and future indebtedness, obligations and liabilities to Bank, including, without limitation, the indebtedness, obligations and liabilities under the Loan Agreement and the 2004 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:

(a) 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");

(b) 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;

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

(d) 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");

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(e) 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");

(f) 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");

(g) 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;

(h) 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;

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

(j) 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 and the 2004 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, the other Loan Documents, the 2004 Loan Agreement and the "Loan Documents" as defined in the 2004 Loan Agreement (the "2004 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, any of the Loan Documents, the 2004 Loan Agreement, any of the 2004 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, any of the other Loan Documents, the 2004 Loan Agreement, any of the 2004 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.]

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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:

VALIDITY SENSORS, INC.

2199 Zanker Rd.
San Jose, CA 95131

By: *[Signature]*

Attn: Rick Santos

Title: V.P. Finance & CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: *[Signature]*

Attn: Megan Willard

Title: VP

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EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

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EXHIBIT B

Patents

<u>Pat No./Ser No./Pub. No.</u>	<u>Description</u>
7,099,496* 10/005,643 DE60131205	Swiped Aperture Capacitive Fingerprint Sensing Systems and Methods (Base Image Patent Applications)
7,146,024* 10/689,107	Swiped Aperture Capacitive Fingerprint Sensing Systems and Methods (Base Finger Position/Rate Sensor)
20060083411* 11/243,100	Fingerprint Sensing Assemblies and Methods of Making Provisional Application
7,463,756* 11/107,682 WO2005104012 EP20050737710	Finger Position Sensing Methods and Apparatus
20050244039* 11/112,338 EP1747525	Methods and Apparatus for Acquiring a Swiped Fingerprint Image
7,460,697* 11/184,464 CN101253512	Electronic Fingerprint Sensor With Differential Noise Cancellation
20050244038 11/107,682 O2005106774 EP1754180	Finger position sensing methods and apparatus
20080063245 11/519,362 WO2008033265	Method and apparatus for fingerprint motion tracking using an in-line array for use in navigation applications
20080205714 11/957,311 WO2009079219	Method and Apparatus for Fingerprint Image Reconstruction
20080219521 11/957,322 WO2009079221	Method and Algorithm for Accurate Finger Motion Tracking
20080226132 12/103,655	Unitized Ergonomic Two-Dimensional Fingerprint Motion Tracking Device and Method

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WO2009079257

20080240523 11/957,332 Method and Apparatus for Two-Dimensional Finger Motion
Tracking and Control
WO2009079257

20080267462 11/799,407 Apparatus and method for protecting fingerprint sensing
circuitry from electrostatic discharge
WO2008137287

20080279373 11/779,215 Method and System for Electronically Securing an Electronic
Device Using Physically Unclonable Functions
WO2009002599

20090153297 11/957,353 Smart Card System With Ergonomic Fingerprint Sensor And
Method of Using

20090154779 11/957,295 System And Method To Remove Artifacts From Fingerprint
Sensor Scans
WO2009079262

20090155456 11/957,162 System and Method for Fingerprint-Resistant Surfaces for
Devices Using Fingerprint Sensors

20050232391 10/519,383 X-ray fluorescence analysis using a waveguide connected to the
source and to the detector

WO2006041780 US2005035504 Fingerprint Sensing Assemblies Comprising a Substrate
EP1800243

EP1624399

Capacitive Rate of Movement Sensor

11/963,721 Method and System for Electronically Securing an Electronic
Device Biometric Using Physically Unclonable Functions

11/957,359 Smart Card System and Docking Device With Ergonomic
Fingerprint Sensor

12/268,260 System and Method for Improved Scanning of Fingerprint
Edges

12/098,364 Fingerprint Sensing Circuit Having Programmable Sensing
Patterns

12/354,699 Ultra Low Power Oscillator

12/354,680 Apparatus and Method for Culling Substantially Redundant
Data in Fingerprint Sensing Circuits

12/354,685 Ultra Low Power Wake-On-Event Mode for Biometric Systems

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- 12/354,722 Apparatus and Method for Detecting Finger Activity on a Fingerprint Sensor
- 12/098,367 Apparatus and Method for Reducing Noise In Fingerprint Sensing Circuits
- 12/098,370 Apparatus and Method for Reducing Parasitic Capacitive Coupling and Noise in Fingerprint Sensing Circuits
- 61/082,799 System, Device and Method for Securing a Device Component
- 61/097,503 Fingerprint Sensor Device and System with Verification Token and Methods of Using
- 12/361,408 Live Finger Detection
- 61/153,251 Illuminated Fingerprint Sensor and Method

*IP subject to a previous Security Agreement between the parties and not filed in connection with the present Intellectual Property Security Agreement.

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EXHIBIT C

Trademarks

<u>Serial Number</u>	<u>Registration Number</u>	<u>Word Mark</u>
78734922	3148489	FUTURE PROOF
78734918	3148487	FUTURE PROOF
78734915	3219647	VALIDITY SENSORS INC
78734903	3219646	VALIDITY SENSORS
78734889	3145308	VALIDITY
78627074	3345277	LIVEFLEX
77589721		EASE OF USE, EASE OF MIND
77535309		V VALIDITY
77501230		THE QUALITY TOUCH, AT YOUR FINGERTIP
77501206		THE QUALITY TOUCH
77454746		OUR QUALITY IS AT YOUR FINGERTIP
77535331		V
77501172		THE SECURITY OF TOUCH, AT YOUR FINGERTIP
77501139		THE SECURITY OF TOUCH
77454711		QUALITY AT YOUR FINGERTIP
77748046		IDENTITY VALIDATION
77639404		Design of a Fingerprint
77709924		GIVE YOUR PASSWORDS THE FINGER
77702409		EZSENSE
77702579		GIVE YOUR SMARTPHONE THE FINGER
77702550		GIVE YOUR KEYBOARD THE FINGER
77702526		TOUGHWIPE
77702517		GIVE YOUR MOUSE THE FINGER
77702428		GIVE YOUR PASSWORD THE FINGER
77689866		GIVE YOUR PC THE FINGER
77680489		SECURESENSE
77680447		TOUGHSENSE
77535232		TOUCH OF COLOR
77535180		SECUREMATCH

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE