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
IVERIFY.US INC.		03/31/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE PRIVATEBANK AND TRUST COMPANY
Street Address:	120 South Lasalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	state-chartered bank: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77687109	IVERIFY
Serial Number:	77687087	IVERIFY
Serial Number:	77796908	I-PROTECT
Serial Number:	77796896	I-GUARD
Serial Number:	77796877	I-SHIELD
Serial Number:	77796808	I-PATROL
Serial Number:	77796163	I-MANAGE
Serial Number:	77796647	I-SERVE
Serial Number:	77796620	IVERIFICATION

OP $240.00 77687109

CORRESPONDENCE DATA

Fax Number: (310)231-8311
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 312-3750
Email: skb@msk.com
Correspondent Name: Steve Bevins c/o Mitchell Silberberg

Address Line 1:	11377 West Olympic Boulevard
Address Line 4:	Los Angeles, CALIFORNIA 90064-1683

ATTORNEY DOCKET NUMBER:	43146-00001
NAME OF SUBMITTER:	Evan M. Kent
Signature:	/EMK012362/
Date:	04/06/2010

Total Attachments: 5
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Memorandum of Security Interest in Trademarks

IVERIFY.US INC., a Delaware corporation, whose address is 150 Iverify Drive, Charlotte, North Carolina 28217 ("Iverify"), does hereby grant to THE PRIVATEBANK AND TRUST COMPANY in its capacity as Lender under the "Loan Agreement " (as defined below), whose address is 120 South LaSalle Street, Chicago, Illinois 60603 ("Lender"), pursuant to a Loan Agreement dated as of March 31, 2010, by and between Iverify, other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, and Lender (as hereinafter amended, modified, supplemented and/or restated the "Loan Agreement"), a security interest in all of Iverify's right, title and interest in and to all trademarks and the related goodwill whether now owned or hereafter created or acquired and all renewals and extensions thereof, including without limitation in and to (i) the trademark registrations which are identified on Schedule A attached hereto and herein incorporated by this reference, (ii) the applications for trademark registration which are identified on Schedule A attached hereto and herein incorporated by this reference, together with any and all trademark registrations issued with respect thereto (collectively, the "Trademarks"), and (iii) all actions for past, present or future infringement concerning the foregoing.

Iverify agrees that if any individual, corporation, limited liability company, partnership or other entity (such a "Person") shall do or perform any acts which Lender believes to constitute an infringement of any Trademark, or violate or infringe any rights of Iverify in any Trademark, then and in any such event, upon, and during the continuance of, an "Event of Default" (as defined in the Loan Agreement) Lender may and shall have the right to take such steps and institute such suits or proceedings as Lender may deem advisable or necessary to prevent such acts and conduct and to secure damages and other relief by reason thereof, and generally to take such steps as may be advisable or necessary or proper for the full protection of the rights of the parties. Lender may take such steps or institute such suits or proceedings in its own name or in the name of Iverify or in the names of the parties jointly.

Additional terms and conditions of the security interest granted hereby are contained in the Loan Agreement and in certain other "Loan Documents" (as defined in the Loan Agreement). The security interest granted hereby secures the complete payment and performance when due of the "Borrowers Obligations" and the "Loan Guarantors Obligations" (as these terms are defined in the Loan Agreement). Nothing contained in this Memorandum of Security Interest in Trademarks shall be construed as an absolute assignment of the Trademarks or applications for trademark registration nor as limiting any interest which Lender may have in any other collateral described in the Loan Documents or otherwise.

Upon, and during the continuance of, an "Event of Default" (as defined in the Loan Agreement), Lender may exercise all rights and remedies described in the Loan Documents, and Iverify hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Iverify's true and lawful attorney-in-fact, with power (upon Lender's notice to Iverify of its intention to do so) to (a) enforce its security interest in any of the Trademarks, (b) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (c) assign, pledge, convey or otherwise transfer title in or dispose of

TRADEMARK
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the Trademarks to anyone. To the extent permitted under applicable law, Iverify hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. Lender shall have, in addition to all other rights and remedies given it by the terms of this Memorandum of Security Interest in Trademarks and the other Loan Documents, all rights and remedies allowed by law.

This document, together with the other Loan Documents, embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof.

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IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 31st day of March, 2010.

"Lender"

THE PRIVATEBANK AND TRUST COMPANY

By:_____
Mark Melendes, Managing Director

"Iverify"

IVERIFY.US INC.
a Delaware corporation

By:_____
Michael May, President

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IN WITNESS WHEREOF the undersigned have duly executed this Memorandum of Security Interest in Trademarks as of the 31st day of March, 2010.

"Lender"	"Iverify"
THE PRIVATEBANK AND TRUST COMPANY	IVERIFY.US INC. a Delaware corporation
By:_____ Mark Melendes, Managing Director	By:_____ Michael May, President

[Signature Page to Memorandum of Security Interest in Trademarks]

SCHEDULE A

Word Mark	Serial Number	Reg. Number	Live/Dead
IVERIFY	77687109		LIVE Published 1/19/2010
IVERIFY	77687087		LIVE Published 1/19/2010
I-PROTECT	77796908		LIVE 11/7/2009 Office Action - formalities only
I-GUARD	77796896		LIVE 11/7/2009 Office Action - formalities only
I-SHIELD	77796877		LIVE 11/7/2009 Office Action - formalities and likelihood of confusion
I-PATROL	77796808		LIVE 11/7/2009 Office Action - formalities only
I-MANAGE	77796163		LIVE 11/7/2009 Office Action - formalities only
I-SERVE	77796647		LIVE 11/7/2009 Office Action - formalities only
IVERIFICATION	77796620		LIVE 11/7/2009 Office Action - formalities and likelihood of confusion only with respect to services