

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE:                 | NEW ASSIGNMENT   |                       |                       |
| NATURE OF CONVEYANCE:            | SECURITY INTEREST  |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| VALIDITY SENSORS, INC.           |  | 08/12/2009            | 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>              | CORPORATION: CALIFORNIA  |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| <b>Serial Number:</b>            | 77900546   | EZPAY                 |                       |
| <b>Serial Number:</b>            | 77904731   | PASSWORD INDEPENDENCE |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (408)841-7195  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 4088417195   |                       |                       |
| <b>Email:</b>                    | dsanchezbentz@virtuallawpartners.com   |                       |                       |
| <b>Correspondent Name:</b>       | Diana Sanchez Bentz, Legal Specialist  |                       |                       |
| <b>Address Line 1:</b>           | Virtual Law Partners LLP   |                       |                       |
| <b>Address Line 2:</b>           | 235 Victoria Drive   |                       |                       |
| <b>Address Line 4:</b>           | Gilroy, CALIFORNIA 95020   |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | SVB_VALIDITY_TMS   |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Diana Sanchez Bentz  |                       |                       |
| <b>Signature:</b>                | /dsb0068/  |                       |                       |

OP \$65.00 77900546

Date:

05/07/2010

**Total Attachments: 7**

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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");

(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.]

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: *Rick M. Santos*

Attn: Rick Santos

Title: *V.P. Finance & CFO*

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive  
Santa Clara, CA 95054-1191

By: *Megan Willard*

Attn: Megan Willard

Title: *VP*

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B  
Patents

| <u>Pat No./Ser No./Pub. No.</u> | <u>Description</u>   |
|---------------------------------|--|
| 7643950<br>11/291,639           | SYSTEM AND METHOD FOR MINIMIZING POWER CONSUMPTION FOR AN OBJECT SENSOR  |
| 12561186<br>20100083000         | FINGERPRINT SENSOR DEVICE AND SYSTEM WITH VERIFICATION TOKEN AND METHODS OF USING                              |
| 12/507689<br>20100026451        | SYSTEM, DEVICE AND METHOD FOR SECURING A DEVICE COMPONENT  |
| 12098370<br>20090252386         | APPARATUS AND METHOD FOR REDUCING PARASITIC CAPACITIVE COUPLING AND NOISE IN FINGERPRINT SENSING CIRCUITS      |
| 12/098367<br>20090252385        | APPARATUS AND METHOD FOR REDUCING NOISE IN FINGERPRINT SENSING CIRCUITS  |
| 7,099,496                       | Swiped Aperture Capacitive Fingerprint Sensing Systems and Methods (Base Image Patent Applications)            |
| 7,146,024                       | Swiped Aperture Capacitive Fingerprint Sensing Systems and Methods (Base Finger Position/Rate Sensor)          |
| 11/243,100                      | Fingerprint Sensing Assemblies and Methods of Making Provisional Application                                   |
| 7,463,756                       | Finger Position Sensing Methods and Apparatus  |
| 11/112,338                      | Methods and Apparatus for Acquiring a Swiped Fingerprint Image   |
| 7,460,697                       | Differential Noise Cancellation Technique for Electronic Fingerprint Sensor                                    |
| 20050244038                     | Finger position sensing methods and apparatus  |
| 20080063245                     | Method and apparatus for fingerprint motion tracking using an in-line array for use in navigation applications |
| 20080205714                     | Method and Apparatus for Fingerprint Image Reconstruction  |
| 20080219521                     | Method and Algorithm for Accurate Finger Motion Tracking   |
| 20080226132                     | Unitized Ergonomic Two-Dimensional Fingerprint Motion Tracking Device and Method                               |
| 20080240523                     | Method and Apparatus for Two-Dimensional Finger Motion Tracking and Control                                    |
| 20080267462                     | Apparatus and method for protecting fingerprint sensing circuitry from electrostatic discharge                 |
| 20080279373                     | Method and System for Electronically Securing an Electronic Device Using Physically Unclonable Functions       |
| 20090153297                     | Smart Card System With Ergonomic Fingerprint Sensor And Method of Using  |
| 20090154779                     | SYSTEM AND METHOD TO REMOVE ARTIFACTS FROM FINGERPRINT SENSOR SCANS  |
| 20090155456                     | System and Method for Fingerprint-Resistant Surfaces for Devices Using Fingerprint Sensors                     |

EXHIBIT C  
Trademarks

| <u>Serial Number</u> | <u>Registration Number</u> | <u>Word Mark</u>                         |
|----------------------|----------------------------|--|
| 77900546             |                            | EZPAY                                    |
| 77904731             |                            | PASSWORD INDEPENDENCE                    |
| 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             |                            | TOUGHSWIPE                               |
| 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                              |



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE