

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
CSIDENTITY CORPORATION		05/18/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. Six Mile Road, MC 7512
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	National Association: TEXAS

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3128263	VOICEVERIFIED
Registration Number:	3224379	"V
Registration Number:	3487295	VOICE YOUR UNFORGETTABLE PASSWORD
Registration Number:	3192333	POINT SERVICE PROVIDER
Registration Number:	3419222	SOUNDACCESS
Registration Number:	2986679	BYVOICE
Registration Number:	3148679	VOICELOCK
Registration Number:	3148616	DYNAMIC VOICE CHALLENGE
Registration Number:	3148731	IT SPEAKS FOR ITSELF
Registration Number:	3413694	PUSH2VERIFY
Registration Number:	3574584	UNFORGETTABLE PASSWORD
Registration Number:	3506078	SOUND.PROOF.SECURITY.
Registration Number:	3819000	CSIDENTITY
Registration Number:	3807658	CYBERAGENT

CH \$515.00 3128263

Serial Number:	85116284	PROTECTOR
Serial Number:	85116245	PROTECTOR PLUS
Serial Number:	85116302	DIGITAL SELF DEFENSE
Serial Number:	85116249	VERIFRIENDS
Serial Number:	85116278	SAFE
Serial Number:	85116261	BREACH

CORRESPONDENCE DATA

Fax Number: (415)693-2222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 4156932440
Email: crhem@cooley.com
Correspondent Name: Cooley LLP
Address Line 1: 101 California Street, 5th Floor
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 036703-1444

NAME OF SUBMITTER: C. Rhem

Signature: /CR/

Date: 05/25/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 18, 2011 by and between **COMERICA BANK** ("Bank") and **CSIDENTITY CORPORATION**, a Delaware corporation ("Grantor").

RECITALS

~~A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and IDENTITYTRUTH, INC. (collectively, "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated of even date herewith (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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 and all other agreements now existing or hereafter arising between Borrower and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.


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:

7500 Rialto Boulevard, Suite 2
Austin, TX 78735

CSIDENTITY CORPORATION

By: 
Joe C. Ross, President

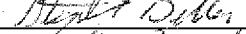
Attn: President

BANK:

Address of Bank:

m/c 7512
39200 W. Six Mile Road
Livonia, MI 48152

COMERICA BANK

By: 
Title: Vice President

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

<u>Patent Title</u>	<u>Patent # /Application #</u>	<u>Filing Date</u>	<u>Jurisdiction</u>
System and method of subscription identity authentication using multiple factors	7340042	3/31/06	US
System and method of subscription identity authentication using multiple factors	2006306790	7/19/06	AU
System and method of subscription identity authentication using multiple factors	4907/KOLNP/2007	7/19/06	IN
Secure voice biometric enrollment and voice alert delivery system	61/328361	4/27/2010	US
System and methods for identifying compromised personally identifiable information on the Internet	61/444433	2/18/2011	US
Secure Voice Biometric Enrollment and Voice Alert Delivery System	13/093664	4/25/2011	US
Secure Voice Biometric Enrollment and Voice Alert Delivery System	PCT/US11/33940	4/26/2011	PCT

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Registration #</u>	<u>Filing Date</u>
VoiceVerified	3128263	8/11/05
"V and Sphere design	3224379	10/28/05
Voice Your Unforgettable Password	3487295	7/9/07
Point Service Provider	3192333	10/20/05
SoundAccess	3419222	12/6/06
byVoice	2986679	5/12/04
VoiceLock	3148679	11/2/05
Dynamic Voice Challenge	3148616	11/28/05
It speaks for itself	3148731	11/8/05
Push2Verify	3413694	6/13/07
Unforgettable Password	3574584	7/6/07
Sound.Proof.Security.	3506078	5/24/07
CSIdentity	3819000	6/26/08
Cyberagent	3807658	6/26/08
Protector	85/116284	8/26/10
Protector Plus	85/116245	8/26/10
Digital Self Defense	85/116302	8/26/10
Verifriends	85/116249	8/26/10
Safe	85/116278	8/26/10
Breach	85/116261	8/26/10