

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VaultLogix, LLC		08/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
Data Protection Services, L.L.C.		08/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
U.S. Data Security Corporation		08/15/2011	CORPORATION: NEVADA
London Bay - VL Acquisition Company, LLC		08/15/2011	LIMITED LIABILITY COMPANY: DELAWARE
U.S. Data Security Acquisition, LLC		08/15/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Hercules Technology II, L.P., as Agent
<b>Composed Of:</b>	COMPOSED OF Hercules Technology SBIC Management, LLC, a Delaware LLC, its General Partner
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310
<b>City:</b>	Palo Alto
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94301
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3438922	U.S. DATA TRUST
Registration Number:	3429327	U.S. DATA TRUST

**CORRESPONDENCE DATA**

Fax Number: (617)341-7701  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 6173417735  
 Email: pmazzeo@morganlewis.com

**900199785**

**TRADEMARK  
 REEL: 004605 FRAME: 0571**

**OP \$65.00 3438922**

Correspondent Name: Paula Mazzeo  
Address Line 1: 225 Franklin Street, 16th Floor  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	102535-0018-17002
NAME OF SUBMITTER:	Paula Mazzeo
Signature:	/Paula Mazzeo/
Date:	08/16/2011

Total Attachments: 7  
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Intellectual Property Security Agreement”), dated as of August 15, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”) in favor of Hercules Technology II, L.P., as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for itself and the Lenders (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan and Security Agreement dated as of August 15, 2011 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Loan Agreement”) by and among VaultLogix, LLC (“VaultLogix”), Data Protection Services, L.L.C. (“Data Protection”), U.S. Data Security Corporation (“Data Security” and, together with VaultLogix and Data Protection, the “Borrowers”), the guarantors party thereto, the Lenders party thereto from time to time and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has, pursuant to the Loan Agreement, guaranteed the Secured Obligations (as defined in the Loan Agreement) of the Borrowers;

WHEREAS, each Grantor has, pursuant to the Loan Agreement, granted a security interest in substantially all of its assets in favor of the Agent for the benefit of itself and the Lenders to secure the payment and performance of the Secured Obligations; and

WHEREAS, all of the Grantors are party to the Loan Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of itself and the Lenders, a Lien

on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that Trademark Collateral shall not include any Excluded Property.

Section 3. Grant of Security Interest in Copyright Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Agent for the benefit of itself and the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Copyright Collateral”):

(a) all of its Copyrights and all Copyright Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 2 hereto;

(b) all renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that Copyright Collateral shall not include any Excluded Property.

Section 4. Loan Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral and Copyright Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any

irreconcilable conflict between the terms of this Intellectual Property Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, Trademark Licenses, Copyrights and Copyright Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

**Grantors:**


**VAULTLOGIX, LLC,**  
a Delaware limited liability company

By:   
Name: Tim Hannibal  
Title: President & CEO

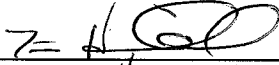
**DATA PROTECTION SERVICES, L.L.C.,**  
a Delaware limited liability company

By:   
Name: Tim Hannibal  
Title: Secretary


**U.S. DATA SECURITY CORPORATION,**  
a Nevada corporation

By:   
Name: Tim Hannibal  
Title: Secretary

**LONDON BAY - VL ACQUISITION  
COMPANY, LLC,**  
a Delaware limited liability company

By:   
Name: Tim Hannibal  
Title: Secretary

**U.S. DATA SECURITY ACQUISITION, LLC,**  
a Delaware limited liability company

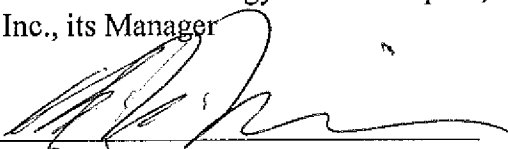
By:   
Name: Tim Hannibal  
Title: Secretary

**ACCEPTED AND AGREED**  
as of the date first above written:

**HERCULES TECHNOLOGY II, L.P.,**  
a Delaware limited partnership, as Agent

By: Hercules Technology SBIC  
Management, LLC, its General Partner

By: Hercules Technology Growth Capital,  
Inc., its Manager

By: 

Name: **K. Nicholas Marfisch**  
Title: **Associate General Counsel**

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Trademarks**

<b>Trademark</b>	<b>Registration Number</b>	<b>Record Owner</b>	<b>Country</b>	<b>Description</b>
U.S. Data Trust	3438922	U.S. Data Security Corporation	United States	Service mark of U.S. Data Trust symbol as used on company website
U.S. Data Trust	3429327	U.S. Data Security Corporation	United States	Service mark of company name U.S. Data Trust



SCHEDULE II  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Copyrights**

<b>Registered Number</b>	<b>Copyright Title</b>	<b>Registration Date</b>	<b>Record Owner</b>
TXu001306850	Data Protection Services, LLC, website (Text Copyright)	May 2, 2005	Data Protection Services, LLC <sup>1</sup>

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<sup>1</sup> Copyright was incorrectly filed under Data Protection Servcies, LLC. Name change certificate to reflect correct name was filed with the Copyright Office on August 4, 2011.