

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
INTELLICHECK MOBILISA, INC.		08/17/2011	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: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77900588	ASSURESCAN	
Serial Number:	77900572	SCANINN	
Serial Number:	77900584	INTELLICHECK MOBILISA	
Serial Number:	77900579	INTELLICHECK MOBILISA	
Serial Number:	77900578	INTELLICHECK MOBILISA	
Serial Number:	77900577	INTELLICHECK MOBILISA	
Serial Number:	76609209	ID-TRAVELER	
Serial Number:	76579475	AIR CHECK	
Serial Number:	76005158	I.D.D.L. INTELLI-CHECK, INC. INTERNATIONAL DOCUMENT DECODING LABORATORY AND TESTING FACILITY	
Serial Number:	75655035	COMM-LINK	
Serial Number:	75655034	C-LINK	
Serial Number:	75515597	INTELLI-CHECK	
Serial Number:	75389116	ID CHECK	

CH \$340.00 77900588

**CORRESPONDENCE DATA**

Fax Number: (858)638-5016  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 8586771416  
Email: lisa.ortiz@dlapiper.com  
Correspondent Name: DLA PIPER LLP (US)  
Address Line 1: ATTN: LISA ORTIZ  
Address Line 2: 4365 EXECUTIVE DRIVE, SUITE 1100  
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-000334
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	09/09/2011

Total Attachments: 5  
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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 INTELICHECK MOBILISA, 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, Grantor and the other Borrowers party thereto 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 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 its obligations under the 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

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:

100 Jericho Quadrangle, Suite 202  
Jericho, NY 11753

Attn:           CFO          

INTELLICHECK MOBILISA, INC.

By:           *William J. Mundy*          

Title:           CFO          

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn:           *Nick Christian*          

SILICON VALLEY BANK

By:           *Nick Christ*          

Title:           *Relationship Manager*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
**Customer Link: source code listing / Kevin M. Messina	TX0004783589	5/22/98
**ID-Check & 1 other title.	V3255P507	7/3/96
**ID-check face graphics.	VAu000411268	9/29/97
**MAVE : source code listing / author, Kevin M. Messina.	TX0004843555	8/21/98
**No titles given for TX 4-0240478 et al.	V3443D970	11/5/99
**No titles given for TX 424-478 & TX 424-479	V3503D621	11/3/03
**POS Link.	TX0004809147	8/21/98

\*\*Copyright is in former name and has not been assigned to the new name.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Dynamic identity matching in response to threat levels	11843821	8/22/07
Aggregation of persons-of-interest information for use in an identification system	12197188	8/22/08
Automatic incident reporting in an access control system	12265671	11/5/08
System and method for comparing documents	12944615	11/11/10
Authentication system for driver licenses	5864623	1/26/99
Authentication system for identification documents	6463416	10/8/02
Authentication system for identification documents	6920437	7/19/05
Authentication system for identification documents	7478067	1/13/09
System and method for comparing documents	7860318	12/28/10
Parsing an identification document in accordance with a jurisdictional format	7899751	3/1/11
**Automatic document reader and form population system and method	11584277	10/20/06
**Apparatus for controlling the rental and sale of age-controlled merchandise and for controlling access to age-controlled services	6523741	2/25/03

\*\*Patent is under former name and has not been assigned to the new name.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
ASSURESCAN	77900588	12/23/09
SCANINN	77900572	12/23/09
INTELLICHECK MOBILISA	77900584	12/23/09
INTELLICHECK MOBILISA	77900579	12/23/09
INTELLICHECK MOBILISA	77900578	12/23/09
INTELLICHECK MOBILISA	77900577	12/23/09
ID-TRAVELER	76609209	8/25/04
AIR CHECK	76579475	3/5/04
I.D.D.L. INTELLI-CHECK, IN. INTERNATION	76005158	3/20/00
COMM-LINK	75655035	10/5/99
C-LINK	75655034	10/5/99
INTELLI-CHECK	75515597	7/8/98
ID CHECK	75689116	11/12/97