

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
VERDASYS INC.		12/28/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 Almaden Blvd.
Internal Address:	Suite 100
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Serial Number:	78227169	DIGITAL GUARDIAN
Registration Number:	2968543	VERDASYS
Registration Number:	3602365	GOODWARE
Registration Number:	3502803	SITETRUST

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8585506420
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	305983-1057 VERDASYS	<b>TRADEMARK</b>
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CH \$115.00 78227169

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	12/28/2012
<b>Total Attachments: 6</b> source=Verdasys signed IPSA#page1.tif source=Verdasys signed IPSA#page2.tif source=Verdasys signed IPSA#page3.tif source=Verdasys signed IPSA#page4.tif source=Verdasys signed IPSA#page5.tif source=Verdasys signed IPSA#page6.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 28, 2012 (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and Verdasys Inc., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of May 31, 2011 (as amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

Grantor and Lender propose to enter into that certain First Amendment to Loan and Security Agreement dated as of even date herewith (the "Amendment"). For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, as amended by the Amendment, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

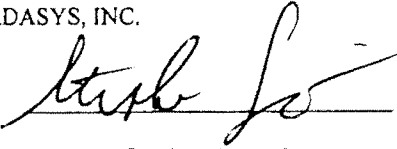
(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VERDASYS, INC.

By: 

Name: Stephen Gregorio  
Senior Vice President  
Chief Financial Officer

Title: \_\_\_\_\_

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Verdasys Inc.  
860 Winter Street, Suite 3  
Waltham, MA 02451-1414  
Attn: Stephen Gregorio, Senior Vice President & CFO  
FAX: (781) 788-8188

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681

Signature Page to the IPSA

**TRADEMARK**  
**REEL: 004931 FRAME: 0393**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

VERDASYS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Address for Notices:

Verdasys Inc.  
860 Winter Street, Suite 3  
Waltham, MA 02451-1414  
Attn: Stephen Gregorio, Senior Vice President & CFO  
FAX: (781) 788-8188

**LENDER:**

BRIDGE BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_

Name: Christian Perino

Title: Vice President

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681



EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Description</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>Application Date</u>	<u>Registration Date</u>
DIGITAL GUARDIAN	78/227,169		03/18/03	
VERDASYS	78/291,716	2,968,543	08/25/03	07/12/05
GOODWARE	77/563,431	3,602,365	09/05/08	04/07/09
SITETRUST	77/274,303	3,502,803	09/07/07	09/16/08

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Application Number:</u>	<u>Patent Number:</u>	<u>Application Date</u>	<u>Issue Date:</u>
Digital asset usage accountability via event journaling	12/316,125	7,934,091	12/09/08	04/26/11
Managed distribution of digital assets	10/706,871	7,814,021	11/12/03	10/12/10
Application instrumentation and monitoring	10/995,020	7,496,575	11/22/04	02/24/09
Identifying history of modification within large collections of unstructured data	10/738,924	7,490,116	12/17/03	02/10/09
Digital assets usage accountability via event journaling	10/716,336	7,472,272	11/18/03	12/30/08
Adaptive transparent encryption	11/510,891	7,409,547	08/28/06	08/05/08
Adaptive transparent encryption	10/750,321	7,100,047	12/31/03	08/29/06
Identifying similarities within large collections of unstructured data	10/738,919	6,947,933	12/17/03	09/20/05
Ensuring trusted transactions with compromised customer machines	12/011,475		01/25/08	