

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
WORDLOCK, INC.		01/15/2013	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	AGILITY CAPITAL II, LLC
Street Address:	812 Anacapa Street
Internal Address:	Suite A
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	85667411	MATCHKEY
Serial Number:	85340551	EASY TO SET - NEVER FORGET
Registration Number:	3263251	WORDLOCK
Registration Number:	3648794	WORDLOCK
Registration Number:	4147078	WORDLOCK
Registration Number:	4142914	USE WORDS NOT NUMBERS
Registration Number:	4135942	WL
Registration Number:	4067771	IN A WORD: SECURE
Registration Number:	3617462	EASY TO SET-NEVER FORGET

CORRESPONDENCE DATA

Fax Number: 8585506420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-550-6403

CH \$240.00 85667411

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:	305948-171 WORDLOCK
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	01/17/2013

Total Attachments: 4
source=Wordlock signed IPSA#page1.tif
source=Wordlock signed IPSA#page2.tif
source=Wordlock signed IPSA#page3.tif
source=Wordlock signed IPSA#page4.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 15, 2013 by and between AGILITY CAPITAL II, LLC ("Lender") and WORDLOCK, INC., a California corporation ("Grantor").

RECITALS

Lender 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 Agreement by and between Lender and Grantor (as amended from time to time, the "Loan Agreement") dated on or about the date hereof. Capitalized terms used herein have the meaning assigned in the Loan Agreement. Lender is willing to make the credit extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in all of Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, Grantor agrees as follows:

AGREEMENT

To secure performance of Grantor's obligations under the Loan Agreement, Grantor grants to Lender a security interest in all of Grantor's right, title and interest in Grantor's intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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). This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender 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 as of the first date written above.

Address of Grantor:

2855 Kifer Road, Suite 245
Santa Clara, CA 95051
Attn: Jessica Hofmann

WORDLOCK, INC.

By: Rae Basale
Title: President

Address of Lender:

812 Anacapa Street, Suite A
Santa Barbara, CA 93101

AGILITY CAPITAL II, LLC

By: Dad J
Title: Managing Director

EXHIBIT A

Copyrights

Title	Registration Number	Registration Date
-------	---------------------	-------------------

EXHIBIT B

Patents

<u>Title</u>	<u>Serial No./ Patent Number</u>	<u>Application No./ Issue Date</u>
Combination lock	D668,929	10/16/12
Combination disc lock	D662,395	06/26/12
Combination lock	D662,394	06/26/12
Combination lock	D659,506	05/15/12
Combination disc lock	D649,013	11/22/11
Text lock	D646,953	10/18/11
Combination lock	D639,635	06/14/11
Combination disc lock	D638,685	05/31/11
Combination lock	D582,753	12/16/08
Combination lock	D575,626	08/26/08
Combination lock	D575,625	08/26/08
Rotary-style combination lock assemblies and associated methods	13/218,368	08/25/11
Spin-and-click combination dial lock assembly	13/342,842	01/03/12
Textual combination locking devices and methods	12,831,148	07/06/10
Combination disc lock assembly and methods of using the same	12/857,176	08/16/10
Textual combinatio locking devices and methods	11/710,245	02/23/07
Customizable combination locking system using textual combinations	6,621,405	09/16/03
Combination lock assemblies and methods for marking combination lock assemblies including random selection of characters	12/716,205	03/02/10
Combination lock assemblies and methods for marking combination lock assemblies including distributions of consonants and vowels	12/716,240	03/02/10

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration No./Issue Date</u>	<u>Application No./Filing Date</u>
MATCHKEY	85/667,411	07/02/12
EASY TO SET – NEVER FORGET	85/340,551	06/07/11
WORDLOCK	3,263,251	07/10/07
WORDLOCK	3,648,794	06/30/09
WORDLOCK	4,147,078	05/22/12
USE WORDS NOT NUMBERS	4,142,914	05/15/12
W	4,135,942	05/01/12
IN A WORD: SECURE	4,067,771	12/06/11
EASY TO SET – NEVER FORGET	3,617,462	05/05/09