

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
Voltage Security, Inc.	FORMERLY Identicrypt, Inc.	01/31/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2958168	VOLTAGE SECURITY

CORRESPONDENCE DATA

Fax Number: 4157774961
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 415 981 1400
 Email: gkiviat@grmslaw.com
 Correspondent Name: Jeffrey T. Klugman
 Address Line 1: Four Embarcadero Center, Suite 4000

900279673

**TRADEMARK
 REEL: 005211 FRAME: 0655**

OP \$40.00 2958168

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 48046/0133 T

NAME OF SUBMITTER: Jeffrey T. Klugman

Signature: /Jeffrey T. Klugman/

Date: 02/07/2014

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of January 31, 2014, by and between VOLTAGE SECURITY, INC., a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING VI, INC. ("VLL6") and VENTURE LENDING & LEASING VII, INC. ("VLL7"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

A. Pursuant to that certain Loan and Security Agreement of even date herewith between Grantor, as borrower, and Secured Party, as lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

I. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues, extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by

such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) All 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.

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of, or has the right to use, the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except as otherwise permitted in the Loan Agreement;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party, except as otherwise disclosed to Secured Party;

(d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless in Grantor's good faith judgment Grantor believe it to be in its best interest;

(f) Grantor shall give Secured Party notice of all applications or registrations made by Grantor to the United States Patent and Trademark Office or the United States Copyright Office; and

(g) Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that would prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate

financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to perfect Secured Party's security interest in the Collateral or to exercise Secured Party's remedies during the existence of an Event of Default, which actions shall be limited to the following (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) subject to the Forbearance Period (as defined in the Supplement) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. 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.

7. Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

Remainder of this page intentionally left blank; signature page follows

[Signature page to Intellectual Property Security Agreement]

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

GRANTOR:

VOLTAGE SECURITY INC.

By: [Signature]
Name: Lisa Viso
Title: CEO

Address for Notices:

28480 Veterans Creek Blvd #500
Chaparral CA 95014
Attn: Lisa Viso - CEO
Fax #: (408) 876-3200
Phone #: (408) 876-3200

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

[Signature page to Intellectual Property Security Agreement]

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

GRANTOR:

VOLTAGE SECURITY, INC.

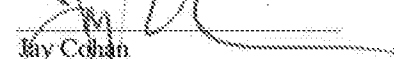
By: _____
Name: _____
Title: _____

Address for Notices:

Attn: _____
Fax #: _____
Phone #: _____

SECURED PARTY:

VENTURE LENDING & LEASING VI, INC.

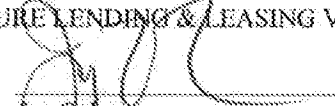
By: 
Name: Jay Cohen
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

SECURED PARTY:

VENTURE LENDING & LEASING VII, INC.

By: 
Name: Jay Cohen
Title: Vice President

Address for Notices:

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer
Fax # 650-234-4343
Phone # 650-234-4300

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

(Registration/Serial Numbers)

60/311,946	7,113,594	7,634,087	8,130,964	13/369,165	60/405,216
60/444,250	10/768,204	6,886,096	7,424,614	7,831,829	7,415,059
7,003,117	8,024,769	7,571,321	8,086,857	60/447,033	8,108,678
7,921,292	8,301,889	13/658,678	7,017,181	7,765,582	7,580,521
7,961,879	7,103,911	60/505,954	7,266,847	7,698,745	8,171,563
60/508,666	10/951,975	13/476,792	7,523,314	8,041,953	8,353,023
7,685,414	12/703,176	7,624,269	60/577,240	60/579,061	60/579,586
7,590,236	8,320,559	7,370,202	8,068,612	60/637,256	11/085,360
60/643,755	7,698,442	7,634,085	60/677,422	8,079,087	7,769,820
11/217,236	60/729,483	8,145,718	60/817,261	7,864,952	12/967,008
60/858,044	8,023,646	60/885,458	12/014,681	11/654,054	8,254,571
61/050,160	8,208,627	13/517,513	12/144,292	12/168,800	12/435,635
12/467,188	61/183,530	12/791,593	12/610,221	61/359,260	13/154,272
61/321,080	61/381,012	13/078,822	61/420,277	13/155,156	13/397,639
13/361,920	61/592,536	13/364,288			

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
VOLTAGE SECURITY	2,958,168	5/31/05