

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Authenticate, Inc.		03/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JMI Services, LLC		
Street Address:	111 Congress Avenue, Suite 2600		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2613132	AUTHENTIFY	
Serial Number:	85364033	2CHK	
CORRESPONDENCE DATA			
Fax Number:	7136155803		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	713-758-1105		
Email:	sbrown@velaw.com		
Correspondent Name:	W Scott Brown		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	JMT105/10000		
NAME OF SUBMITTER:	W. Scott Brown		
SIGNATURE:	/wsb/		
DATE SIGNED:	03/31/2014		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

WHEREAS, Authentify, Inc., a Delaware corporation (herein referred to as the "Debtor"), having an address at 8745 West Higgins Road, Suite 240, Chicago, Illinois 60631, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, the Debtor and JMI Services, LLC, a limited liability company organized and existing under the laws of the State of Texas (the "Secured Party") have entered into a Credit Agreement dated as of December 2, 2013 (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, the Debtor has entered into a Security Agreement (as amended, supplemented, restated, replaced or otherwise modified from time to time, the "Security Agreement") in favor of the Secured Party, pursuant to which the Debtor has granted to the Secured Party, a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by Debtor, and all reissues, extensions or renewals thereof, all Trademark Licenses (as defined in the Security Agreement) and all proceeds thereof, including, without limitation, any claims by the Debtor against third parties for infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

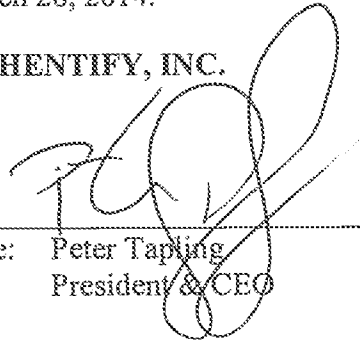
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further confirm, and put on the public record, its grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is 111 Congress Avenue, Suite 2600, Austin, Texas 78701.

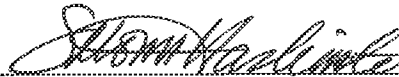
IN WITNESS WHEREOF, the Debtor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of March 28, 2014.

AUTHENTIFY, INC.

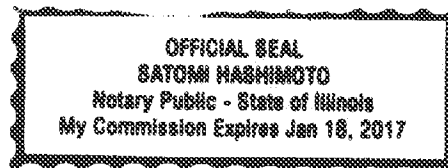
By: 
Name: Peter Taping
Title: President & CEO

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 28 day of MARCH, 2014, before me personally appeared Peter Tapling, to me known, who, being by me duly sworn, did depose and say that he resides at 1500 North Dee Road, Park Ridge, Illinois, 60068 and that he is President & CEO of the Debtor; and that he signed his name thereto in his capacity as an authorized officer of said corporation pursuant to such authority.



Notary Public



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SCHEDULE 1-A TO THE TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark	Application or Registration Date	Application Serial No. or Registration No.
Authenticate [®]	August 27, 2002	2613132
2CHK [®]	August 28, 2012	85364033