

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305631

<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>
IDENTITYTRUTH, INC.		05/19/2014	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>	95954		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3648992	EARLIEST POSSIBLE NOTIFICATION	
<b>Registration Number:</b>	3670578	FASTER THAN FRAUD	
<b>Registration Number:</b>	4006496	IDENTITY HEALTH SCORE	
<b>Registration Number:</b>	3590019	IDENTITYTRUTH	
<b>Registration Number:</b>	3559271	PREDICTIVE IDENTITY DETECTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2146616804		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	214-953-6105		
<b>Email:</b>	dstolle@jw.com		
<b>Correspondent Name:</b>	David S. Stolle		
<b>Address Line 1:</b>	901 Main Street, Suite 6000		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>ATTORNEY DOCKET NUMBER:</b>	218803.356		
<b>NAME OF SUBMITTER:</b>	David S. Stolle		
<b>SIGNATURE:</b>	/David S. Stolle/		
<b>DATE SIGNED:</b>	05/27/2014		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of May 19, 2014 by and between **SILICON VALLEY BANK** (“**Bank**”) and **IDENTITYTRUTH, INC.**, a Delaware corporation (“**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 and Grantor 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 Intellectual Property (as described below) 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

1. Grant of Security Interest. 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, including, without limitation, the following:

- (a) Any and all Copyrights;
- (b) Any and all trade secrets, and trade secret rights, including without limitation, any rights to unpatented inventions and know-how;
- (c) Any and all design rights that may be available to Grantor;
- (d) All Patents, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");
- (e) Any Trademark, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");
- (f) any and all source codes;
- (g) Any and all claims for damages by way of past, present and future infringements 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) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) 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. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law, provision or rule (whether of the State of Texas or any other jurisdiction).

[Signature page follows.]

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:**

**IDENTITYTRUTH, INC.,**  
a Delaware corporation

By: *Amanda Devins*  
Title: *CFO*

**BANK:**

**SILICON VALLEY BANK**

By: *Cindy Schatz*  
Title: *Head of Structured Products*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Patent/ Application Number</u>	<u>Grant/ Application Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD OF SUBSCRIPTION IDENTITY AUTHENTICATION UTILIZING MULTIPLE FACTORS (US)	7,340,042	March 4, 2008
SYSTEM AND METHOD OF SUBSCRIPTION IDENTITY AUTHENTICATION UTILIZING MULTIPLE FACTORS (Australia)	2006306790	March 15, 2012
SYSTEM AND METHOD OF SUBSCRIPTION IDENTITY AUTHENTICATION UTILIZING MULTIPLE FACTORS (India)	4907/KOLNP/2007	July 19, 2006
SYSTEMS AND METHODS FOR SECURE AND EFFICIENT ENROLLMENT INTO A FEDERATION WHICH UTILIZES A BIOMETRIC REPOSITORY (US)	13/236,687	September 20, 2011
SYSTEM AND METHODS FOR IDENTIFYING COMPROMISED PERSONALLY IDENTIFIABLE INFORMATION ON THE INTERNET (US)	13/398,471	February 16, 2012
SYSTEM AND METHODS FOR IDENTIFYING COMPROMISED PERSONALLY IDENTIFIABLE INFORMATION ON THE INTERNET (Australia)	2012217565	February 16, 2012
SYSTEM AND METHODS FOR IDENTIFYING COMPROMISED PERSONALLY IDENTIFIABLE INFORMATION ON THE INTERNET (Canada)	2,827,478	February 16, 2012
SYSTEM AND METHODS FOR IDENTIFYING COMPROMISED PERSONALLY IDENTIFIABLE INFORMATION ON THE INTERNET (CTM)	12747205.8	February 16, 2012
IDENTITY PROTECTION (US)	8,359,278	January 22, 2013
SYSTEMS, METHODS, AND APPARATUS FOR DETERMINING FRAUD PROBABILITY SCORES AND IDENTITY HEALTH SCORES (US)	12/780,130	May 14, 2010
SYSTEM AND METHOD OF DELAYED BILLING <u>Intellectual Property Security Interest (CSIdentity)</u>	13/870,489	April 25, 2013

FOR ON-DEMAND PRODUCTS (US)

METHOD AND SYSTEM FOR PRODUCT DELIVERY WITH DELAYED AUTHENTICATION (US)	61/876,086	September 10, 2013
SYSTEM AND METHOD FOR IDENTIFYING RELATED CREDIT INQUIRIES (US)	13/828,566	March 14, 2013



EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CSIDENTITY	3,819,000	July 13, 2010
CYBERAGENT	3,807,658	June 22, 2010
VOICEVERIFIED	3,128,263	August 8, 2006
UNFORGETTABLE PASSWORD PROTECTOR	3,574,584	February 17, 2009
DIGITAL SELF DEFENSE	3,954,301	May 3, 2011
EARLIEST POSSIBLE NOTIFICATION*	3,957,255	May 10, 2011
FASTER THAN FRAUD*	3,648,992	June 30, 2009
IDENTITY HEALTH SCORE*	3,670,578	August 18, 2009
IDENTITYTRUTH*	4,006,496	August 2, 2011
PREDICTIVE IDENTITY DETECTION*	3,590,019	March 17, 2009
CSID	3,559,271	January 6, 2009
VOICEVERIFIED	4,215,319	September 25, 2012
CHILD CHECK	4,146,599	May 22, 2012
CSID (CTM)	85/676,614	July 13, 2012
CYBERAGENT (CTM)	011569058	September 4, 2013
IMC	011569035	January 16, 2014
	85/882,952	March 21, 2013

\*IdentityTruth, Inc.

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE