

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305634

|   |                             |                        |                       |
|---|-----------------------------|------------------------|-----------------------|
| <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>    |
| CSIDENTITY CORPORATION  |                             | 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>   | 95054                       |                        |                       |
| <b>Entity Type:</b>   | CORPORATION: CALIFORNIA     |                        |                       |
| <b>PROPERTY NUMBERS Total: 10</b>   |                             |                        |                       |
| <b>Property Type</b>  | <b>Number</b>               | <b>Word Mark</b>       |                       |
| <b>Registration Number:</b>   | 3819000                     | CSIDENTITY             |                       |
| <b>Registration Number:</b>   | 3807658                     | CYBERAGENT             |                       |
| <b>Registration Number:</b>   | 3128263                     | VOICEVERIFIED          |                       |
| <b>Registration Number:</b>   | 3574584                     | UNFORGETTABLE PASSWORD |                       |
| <b>Registration Number:</b>   | 3954301                     | PROTECTOR              |                       |
| <b>Registration Number:</b>   | 3957255                     | DIGITAL SELF DEFENSE   |                       |
| <b>Registration Number:</b>   | 4215319                     | CSID                   |                       |
| <b>Registration Number:</b>   | 4146599                     | VOICEVERIFIED          |                       |
| <b>Serial Number:</b>   | 85676614                    | CHILD CHECK            |                       |
| <b>Serial Number:</b>   | 85882952                    | IMC                    |                       |
| <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                  |                        |                       |

CH \$265.00 3819000

|   |                   |
|---|-------------------|
| <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><br>source=IP Security Agreement (CSIdentity Corporation) (2)#page1.tif<br>source=IP Security Agreement (CSIdentity Corporation) (2)#page2.tif<br>source=IP Security Agreement (CSIdentity Corporation) (2)#page3.tif<br>source=IP Security Agreement (CSIdentity Corporation) (2)#page4.tif<br>source=IP Security Agreement (CSIdentity Corporation) (2)#page5.tif<br>source=IP Security Agreement (CSIdentity Corporation) (2)#page6.tif<br>source=IP Security Agreement (CSIdentity Corporation) (2)#page7.tif<br>source=IP Security Agreement (CSIdentity Corporation) (2)#page8.tif |                   |

## 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 **CSIDENTITY CORPORATION**, 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 and not otherwise defined shall have the meaning given to them 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 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 including without limitation the Copyrights set forth on Exhibit A attached hereto (collectively, the “**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 Collateral 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:**

**CSIDENTITY CORPORATION,**  
a Delaware corporation

  
By: Amanda Devins  
Title: CEO

**BANK:**

**SILICON VALLEY BANK**

  
By: Cindy Spots  
Title: Health & Medical Products

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

| <u>Description</u>  | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|---|---|---|
| SYSTEM AND METHOD OF SUBSCRIPTION<br>IDENTITY AUTHENTICATION UTILIZING<br>MULTIPLE FACTORS (US)                               | 7,340,042                                       | March 4, 2008                                 |
|   | 2006306790                                      | March 15, 2012                                |
| SYSTEM AND METHOD OF SUBSCRIPTION<br>IDENTITY AUTHENTICATION UTILIZING<br>MULTIPLE FACTORS (Australia)                        |   |   |
|   | 4907/KOLNP/2007                                 | July 19, 2006                                 |
| SYSTEM AND METHOD OF SUBSCRIPTION<br>IDENTITY AUTHENTICATION UTILIZING<br>MULTIPLE FACTORS (India)                            |   |   |
| SYSTEMS AND METHODS FOR SECURE AND<br>EFFICIENT ENROLLMENT INTO A FEDERATION<br>WHICH UTILIZES A BIOMETRIC REPOSITORY<br>(US) | 13/236,687                                      | September 20,<br>2011                         |
| SYSTEM AND METHODS FOR IDENTIFYING<br>COMPROMISED PERSONALLY IDENTIFIABLE<br>INFORMATION ON THE INTERNET (US)                 | 13/398,471                                      | February 16,<br>2012                          |
| SYSTEM AND METHODS FOR IDENTIFYING<br>COMPROMISED PERSONALLY IDENTIFIABLE<br>INFORMATION ON THE INTERNET (Australia)          | 2012217565                                      | February 16,<br>2012                          |
| SYSTEM AND METHODS FOR IDENTIFYING<br>COMPROMISED PERSONALLY IDENTIFIABLE<br>INFORMATION ON THE INTERNET (Canada)             | 2,827,478                                       | February 16,<br>2012                          |
| SYSTEM AND METHODS FOR IDENTIFYING<br>COMPROMISED PERSONALLY IDENTIFIABLE<br>INFORMATION ON THE INTERNET (CTM)                | 12747205.8                                      | February 16,<br>2012                          |
| IDENTITY PROTECTION (US)  | 8,359,278                                       | January 22, 2013                              |
| SYSTEMS, METHODS, AND APPARATUS FOR<br>DETERMINING FRAUD PROBABILITY SCORES<br>AND IDENTITY HEALTH SCORES (US)                | 12/780,130                                      | May 14, 2010                                  |
| SYSTEM AND METHOD OF DELAYED BILLING<br><u>Intellectual Property Security Agreement (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     |
| METHOD AND SYSTEM FOR SELF-SERVICE USER RESTORATION                     | 61/984,344 | April 25, 2014     |
| SYSTEM AND METHOD OF DELAYED BILLING FOR ON-DEMAND PRODUCTS             | 14/272,942 | May 8, 2014        |
| METHOD AND SYSTEM FOR MEMBER VALIDATION                                 | 61/984,351 | April 25, 2014     |



EXHIBIT C

Trademarks

| <u>Description</u>                  | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>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<br>PROTECTOR | 3,574,584                                       | February 17,<br>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,<br>2012                         |
| CHILD CHECK                         | 4,146,599                                       | May 22, 2012                                  |
| CSID (CTM)                          | 85/676,614                                      | July 13, 2012                                 |
| CYBERAGENT (CTM)                    | 011569058                                       | September 4,<br>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