

**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
Vistascape Security Systems Corp.		03/30/2005	CORPORATION:

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3353 Peachtree Road, N.E.
Internal Address:	Suite M-10
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30326
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Serial Number:	76505194	VISTASCAPE
Serial Number:	76505195	VISTASCAPE
Serial Number:	78496741	OPENIQ
Serial Number:	78496726	SITEIQ
Serial Number:	78488541	A BETTER WAY TO VIEW SECURITY
Serial Number:	78484767	THE PERFECT SECURITY GUARD
Serial Number:	76520226	OUR EYES NEVER BLINK
Serial Number:	76520227	NEVER BLINK
Serial Number:	76225502	ZOVIAN TECHNOLOGY

**CORRESPONDENCE DATA**

Fax Number: (404)527-4198  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: mlaip@mckennalong.com

CH \$240.00 76505194

Correspondent Name: Patricia Rogers  
Address Line 1: 303 Peachtree Street, N.E.  
Address Line 2: Suite 5300  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Patricia Rogers
Signature:	/progers/
Date:	03/30/2005

Total Attachments: 6  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 28, 2005, by and between SILICON VALLEY BANK ("Bank") and VISTASCAPE SECURITY SYSTEMS CORP. ("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 of even date herewith (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 Copyrights, Trademarks, Patents, and Mask Works 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

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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and 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), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

VISTASCAPE SECURITY SYSTEMS CORP.

5901B Peachtree Dunwoody Rd., Suite 550  
Atlanta, GA 30328

By: *[Signature]*  
Name: Jon Ver Steeg  
Title: VP of Finance, Secretary, Treasurer

BANK:

Address of Bank:

SILICON VALLEY BANK

3353 Peachtree Road, N.E., Suite M-10  
Atlanta, GA 30326

By: *[Signature]*  
Name: Dave Kirkland  
Title: SVP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

APPLICATION NUMBER	TITLE	FILED
UTILITY 10/079,639	SURVEILLANCE SYSTEM	02-19-02
UTILITY 10/236,819	SECURITY DATA MANAGEMENT SYSTEM	09-06-02
UTILITY 10/237,203	SURVEILLANCE SYSTEM DATA CENTER	09-06-02
UTILITY 10/237,202	SURVEILLANCE SYSTEM CONTROL UNIT	09-06-02
UTILITY 10/236,720	SENSOR DEVICE FOR USE IN SURVEILLANCE SYSTEM	09-06-02
UTILITY 10/889,224	ENVIRONMENTALLY AWARE, INTELLIGENT SURVEILLANCE DEVICE	7/12/2004
UTILITY 10/676,395	SYSTEM AND METHOD FOR INTERPOLATING COORDINATE VALUE BASED UPON CORRELATION BETWEEN 2D ENVIRONMENT AND 3D ENVIRONMENT	10-1-03
UTILITY 10/711,252	SYSTEM AND METHOD FOR THE CLASSIFICATION OF AN INDIVIDUAL OR OBJECT WITHIN A ZONE OF A SPECIFIED AREA WITH MULTIPLE SURVEILLANCE MEANS	09-03-2004

EXHIBIT C

Trademarks

<b>REGISTRATION NUMBER</b>	<b>TITLE</b>	<b>FILED</b>
TRADEMARK 76/505,194	VISTASCAPE (DESIGN)	04-9-03
TRADEMARK 76/505,195	VISTASCAPE	04-09-03
TRADEMARK 78/496,741	OPENIQ	10-08-04
TRADEMARK 78/496,726	SITEIQ	10-08-04
TRADEMARK 78/488,541	A BETTER WAY TO VIEW SECURITY	9-23-04
TRADEMARK 78/484,767	THE PERFECT SECURITY GUARD	9-16-04
TRADEMARK 76/520,226	TM - OUR EYES NEVER BLINK	05-20-03
TRADEMARK 76/520,227	TM - NEVER BLINK	05-20-03
TRADEMARK 76/225,502	ZOVIAN TECHNOLOGY	03-16-01

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE