

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
GuardianEdge Technologies, Inc.		01/23/2006	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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2123393	ENCRYPTION PLUS	
Registration Number:	2525257	SECURIUS	
Registration Number:	2372773	AUTHENTI-CHECK	
Serial Number:	78690714	GUARDIAN EDGE	
Serial Number:	78690742	GUARDIAN EDGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)393-2286		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4153932113		
<b>Email:</b>	racquel.white@bingham.com		
<b>Correspondent Name:</b>	Racquel White		
<b>Address Line 1:</b>	Three Embarcadero Center		
<b>Address Line 2:</b>	Bingham McCutchen LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	0000317486		

CH \$140.00 2123393

NAME OF SUBMITTER:	Racquel White
Signature:	/racquelwhite/
Date:	01/31/2006
<b>Total Attachments: 6</b> source=IP filings_#page1.tif source=IP filings_#page2.tif source=IP filings_#page3.tif source=IP filings_#page4.tif source=IP filings_#page5.tif source=IP filings_#page6.tif	

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 23 <sup>2006</sup> by and between SILICON VALLEY BANK ("Bank") and GUARDIANEDGE TECHNOLOGIES, 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 ~~December 23~~ <sup>Jan</sup> 23, 2006 (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 Collateral 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 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.

Address of Grantor:  
475 Brannan Street, Suite 400  
San Francisco, CA 94107

Attn: Ralph Clark

Address of Bank:

Attn: \_\_\_\_\_

GRANTOR:

GUARDIANEDGE TECHNOLOGIES, INC. a  
Delaware corporation

By: [Signature]

Title: Chief Operating Officer

BANK:

SILICON VALLEY BANK

By: [Signature]

Title: Service VP

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Protecting Data on a Computer using Encryption Technology and Remote Computer	44,105	August 15, 2005
Administration of Data Encryption in Enterprise Computer Systems	44,105	July 15, 2005

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Encryption Plus	2123393	12/23/1997
Securius	2525257	01/01/2002
Authenti-Check	2372773	08/01/2000
Guardian Edge	78690714	08/11/2005
	78690742	08/11/2005

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NA