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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Secure Elements, Incorporated

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/14/05

2. Name and address of receiving party(ies)

Name: Venture Lending & Leasing IV, Inc.

Internal Address:

Street Address: 2010 North First Street

City: San Jose State: CA Zip: 95131

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Maryland Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

FINANCE SECTION

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,982,021; 2,982,022

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Russell D. Pollock, Esq.

Internal Address:

Street Address: Greene Radovsky Maloney & Share LLP Four Embarcadero Center, Suite 4000

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE 01/11/2006 LMUELLER 00000012 2982021

9. Signature.

Jeffrey T. Klugman Name of Person Signing

Signature

1/4/06 Date

01 FC:8521 02 FC:8522

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Total number of pages including cover sheet, attachments, and document: 13

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of November 14, 2005, by and between SECURE ELEMENTS, INCORPORATED, a Delaware corporation ("Grantor"), and VENTURE LENDING & LEASING IV, INC., a Maryland corporation ("Secured Party").

RECITALS

A. Pursuant to a Loan and Security Agreement of even date herewith (the "Loan Agreement") between Grantor, as borrower, and Secured Party, as lender, Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "Collateral" for purposes of this Agreement):

(a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(c) All trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and reissues,

extensions or renewals thereof, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(d) Any and all claims for damages by way of past, present and future infringement 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;

(e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(g) 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. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except for Permitted Liens;

(b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens;

(c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(d) **Grantor shall deliver to Secured Party within forty-five (45) days of the last day of each fiscal quarter in which there is a change or update to the reported contents from the previous fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;**

(e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which consent shall not be unreasonably withheld;

(f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such

other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral. Grantor shall give Secured Party notice of all such applications or registrations; and

(g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

4. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

(a) An Event of Default under the Loan Agreement; or

(b) Grantor breaches any warranty or agreement made by Grantor in this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.

5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.

6. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Remainder of this page intentionally left blank; signature page follows

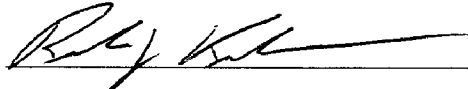
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

198 Van Buren Street, Suite 110
Herndon, VA 20170
Attn: Robert J Kalchauer

SECURE ELEMENTS, INCORPORATED

By: 
Name: Robert J Kalchauer
Its: VP, Finance & Admin

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING IV, INC.

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

Address of Grantor:

198 Van Buren Street, Suite 110
Herndon, VA 20170
Attn: _____

SECURE ELEMENTS, INCORPORATED

By: _____

Name: _____

Its: _____

SECURED PARTY:

Address of Secured Party:

2010 North First Street, Suite 310
San Jose, CA 95131
Attn: Chief Financial Officer

VENTURE LENDING & LEASING IV, INC.

By:  _____

Name: Ronald W. Swenson

Its: Chief Executive Officer

EXHIBIT A

Copyrights

Description

N/A

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
DETERMINING TECHNOLOGY- APPROPRIATE REMEDIATION FOR VULNERABILITY	5140-000005/US	7/23/2004
MAPPING REMEDIATION TO PLURALITY OF VULNERABILITIES	5140-000006/US	7/23/2004
POLICY-BASED SELECTION OF REMEDIATION	5140-000008/US	9/3/2004
DATA STRUCTURE FOR POLICY BASED REMEDIATION SELECTION	5140-000009/US	9/3/2004
DATA STRUCTURE FOR VULNERABILITY-BASED REMEDICATION SELECTION	5140-000005/US/COA	9/20/2004
CENTRALIZED DATA TRANSFORMATION	5140-000008/US/CPA	10/8/2004
SECURE COMMUNICATION PROTOCOL	5140-000004/US/DVB	10/14/2004
AUTOMATIC CRITICALITY ASSESSMENT	5140-000003/US	11/23/2004
CENTRALIZED DATA TRANSFORMATION	5140-000008/US/DVB	4/8/2005
SECURE COMMUNICATION PROTOCOL	5140-000004/US/CPA	4/14/2005

EXHIBIT C

Trademarks



Description

Registration/Application Number



Registration/Application Date

See attachment

Secure Elements, Inc.
 (a Delaware corporation)
 Trademark Status Chart

COUNTRY	MARK	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)	CURRENT STATUS
United States	SECURE ELEMENTS	Registration No. 2982021	Class 42: Custom development of software and software maintenance and support services	Registered 8/2/05 First use: 1/04
United States	SECURE ELEMENTS CLASS 5 AVR	Registration No. 2982022	Class 9: Software for network security Disclaims: CLASS 5 AVR	Registered 8/2/05 First use: 1/04 First use commerce: 7/04
Australia	SECURE ELEMENTS	Application No. 1043504	Class 9: Computer software for network and information technology security Class 42: Custom development of software and software maintenance and support services	Filed 2/25/05 Published 6/30/05 for 3 mos.
Brazil	SECURE ELEMENTS & Design  secure elements	Application No. 827250380	Class 9: Computer software for network and information technology security	Filed 3/16/05
Brazil	SECURE ELEMENTS & Design  secure elements	Application No. 827250398	Class 42: Custom development of software and software maintenance and support services	Filed 3/16/05
China	SECURE ELEMENTS	Application No. 4031295	Class 9: Computer software for network and information technology security	Filed 4/22/04

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COUNTRY	MARK	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)	CURRENT STATUS
China	SECURE ELEMENTS	Application No. 4031296	Class 42: Consultancy in the field of computer software; updating of computer software; maintenance of computer software; computer software design	Filed 4/22/04 (claiming priority of US App. No. 78/318,775); Response instructions sent to counsel 7/27/04
European Community	SECURE ELEMENTS & Design  secure elements	Application No. 4248662	Class 9: Computer software for network and information technology security Class 42: Custom development of software and software maintenance and support services	Filed 2/22/05 Published for opposition 8/15/05 for 3 mos.
Hong Kong	SECURE ELEMENTS & Design  secure elements	Registration No. 300376506	Class 9: Computer software for network and information technology security Class 42: Custom development of software and software maintenance and support services	Registered 2/25/05 Grant date: 6/22/05
Japan	SECURE ELEMENTS	Registration No. 4821179	Class 9: Electronic machines, apparatus and their parts Class 42: Computer software design, computer programming, or maintenance of computer software	Filed 4/16/04 (claiming priority of US App. No. 78/318,775 for Class 42 only); Registered 11/26/04

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COUNTRY	MARK	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)	CURRENT STATUS
Malaysia	SECURE ELEMENTS	Application No. 2004/05184	Class 9: Computer software for network and information technology security	Filed 4/19/04; Approved for advertisement 7/21/05
Malaysia	SECURE ELEMENTS	Application No. 2004/05185	Class 42: Custom development of software and software maintenance and support services	Filed on 4/19/04 (claiming priority of US App. No. 78/318,775); Approved for advertisement 7/28/05
New Zealand	SECURE ELEMENTS	Registration No. 726030	Class 9: Computer software for network and information technology security Class 42: Custom development of software and software maintenance and support services	Registered 3/1/05 Grant date 9/1/05
Singapore	SECURE ELEMENTS	Registration No. T04/06007Z	Class 9: Computer software for network and information technology security	Filed 4/16/04; Registered 2/15/05
Singapore	SECURE ELEMENTS	Registration No. T04/06008H	Class 42: Custom development of computer software, maintenance of computer software, advisory and consultancy services relating to computer software, installation of computer software and updating of computer software	Filed 4/16/04 (claiming priority of US App. No. 78/318,775); Registered 3/29/05

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 Trademark Status Chart

COUNTRY	MARK	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES DISCLAIMER (if made)	CURRENT STATUS
South Korea	SECURE ELEMENTS	Application No. 45-2004-0001429	Class 9: Computer software for network and information technology security Class 42: Custom development of software and software maintenance	Filed 4/20/04 (claiming priority of US App. No. 78/318,775 for Class 42 only); Registration fee paid 10/13/05
Taiwan	SECURE ELEMENTS	Registration No. 1150888	Class 9: Computer software for network and information technology security	Registered 5/1/05
Taiwan	SECURE ELEMENTS	Registration No. 1152692	Class 42: Custom development of software and software maintenance and support services	Registered 5/1/05 (claiming priority of US App. No. 78/318,775)