

**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>
BESECURE TECHNOLOGIES, INC.		03/09/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JOSEPH R. GREGORY		
<b>Street Address:</b>	620 SHELBY STREET		
<b>City:</b>	BRISTOL		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37620		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2796120	BSECURE	
Serial Number:	78732318	BSECURE TECHNOLOGIES	
Serial Number:	78732317	BSECURE	
Serial Number:	78732316	BSECURE	
Serial Number:	78732314	POWERED BY BSECURE TECHNOLOGIES	
Serial Number:	78732312	POWERED BY BSECURE TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(901)577-4257		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(901) 577-2180		
<b>Email:</b>	vjohnson@bakerdonelson.com		
<b>Correspondent Name:</b>	Valerie Walsh Johnson, Esq.		
<b>Address Line 1:</b>	165 Madison Avenue, Suite 2000		
<b>Address Line 2:</b>	c/o Baker, Donelson, Bearman, et al.		
<b>Address Line 4:</b>	Memphis, TENNESSEE 38103		

OP \$165.00 2796120

ATTORNEY DOCKET NUMBER:	2821059-000003
NAME OF SUBMITTER:	Valerie Walsh Johnson, Esq.
Signature:	/valerie walsh johnson/
Date:	05/23/2006
Total Attachments: 5 source=besecure_to_gregory_security#page1.tif source=besecure_to_gregory_security#page2.tif source=besecure_to_gregory_security#page3.tif source=besecure_to_gregory_security#page4.tif source=besecure_to_gregory_security#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 9, 2006 by and between **BSECURE TECHNOLOGIES, INC.**, a Delaware corporation (the "**Grantor**"), and **JOSEPH R. GREGORY**, a Tennessee resident ("**Lender**").

### RECITALS

Grantor is a wholly-owned subsidiary of Bsafe Online, Inc., a Texas corporation ("BSO-TX"). Lender has agreed to make certain advances of money and to extend certain financial accommodation to BSO-TX for the direct and indirect benefit of Grantor (the "**Loan**") in the amounts and manner set forth in that certain Convertible Promissory Note executed by BSO-TX in favor of Lender dated of even date herewith (the "**Note**") and in the amounts and manner which may be set forth in any additional Convertible Promissory Notes executed by Grantor in the future pursuant to that certain Securities Purchase Agreement between BSO-TX and Lender of even date herewith (the "**Additional Notes**"). Lender is willing to make the Loan to BSO-TX, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Note and the Additional Notes.

**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 Note and the Additional Notes, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Note and the Additional Notes, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its current and future Copyrights, Patents and Trademarks (including without limitation those copyright, patent and trademark registrations and applications listed on Schedules A, B and C 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 Lender under the Security Agreement dated as of the date hereof between Grantor and Lender. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein, 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

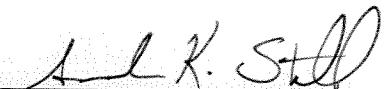
This Intellectual Property Security Agreement may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

**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:**

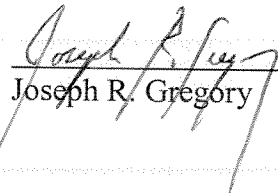
Address of Grantor:  
99 Eglin Parkway NE, Ste. 1D  
Fort Walton Beach, FL 32548  
Okaloosa County

**BSECURE TECHNOLOGIES, INC.**

By:   
Printed Name: Andrew K. Stull  
Title: Chief Financial Officer

**LENDER:**

Address of Lender:  
620 Shelby Street  
Bristol, TN 37620

  
Joseph R. Gregory

**EXHIBIT A**  
**COPYRIGHTS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Bsecure Version 4.0 source code	TXu-1-109-342	March 18, 2003

**EXHIBIT B**

**PATENTS**

Description	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method of Searching Servers in a Distributed Network	US 6,871,226 B1	March 22, 2005
Method of Providing <del>Electronic Multi-layered</del> <del>Filtering and Accountability</del> Relationships	10/766,563	January <sup>26</sup> <del>24</del> , 2004
Method of and System for Transparent of Bridging of Data in Networks	60/754954	December 29, 2005

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Filing Date</u>
Bsecure	2,796,120	December 16, 2003
Bsecure Technologies	78/732318	October 13, 2005
Bsecure	78/732317	October 13, 2005
Bsecure	78/732316	October 13, 2005
Powered by Bsecure Technologies	78/732314	October 13, 2005
Powered by Bsecure Technologies	78/732312	October 13, 2005