

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
ID ANALYTICS, INC.		10/21/2005	CORPORATION:

RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054-1191
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78532610	ID OPTIMIZER
Serial Number:	78532609	ID OPTIMIZER
Serial Number:	78476742	ID NETWORK
Serial Number:	78294810	GRAPH THEORETIC ANOMALY DETECTION
Serial Number:	78294806	ID SCORE
Serial Number:	78248698	ID ANALYTICS
Serial Number:	77347252	ID:ANALYTICS
Serial Number:	77347250	ID:ANALYTICS
Serial Number:	77347248	ID:ANALYTICS
Serial Number:	77347247	ID:ANALYTICS
Serial Number:	77318524	CERTAIN ID
Serial Number:	77318520	CERTAIN ID
Serial Number:	77197556	GTAD
Serial Number:	77347244	ID:A

CH \$465.00 78532610

Serial Number:	77347243	ID:A
Serial Number:	77347242	ID:A
Serial Number:	77347236	ID:A
Serial Number:	76692520	ID SCORE

CORRESPONDENCE DATA

Fax Number: (858)638-5033
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8586386733
Email: karen.johanson@dlapiper.com
Correspondent Name: DLA PIPER US LLP
Address Line 1: 4365 Executive Drive, Suite 1100
Address Line 2: ATTN: KAREN JOHANSON
Address Line 4: SAN JOSE, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	354271-119
NAME OF SUBMITTER:	Troy Zander
Signature:	/Troy Zander/
Date:	12/22/2008

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 21, 2005 by and between SILICON VALLEY BANK ("Secured Party") and ID ANALYTICS, INC., a Delaware corporation (the "Grantor").

RECITALS

A. Secured Party and Grantor are entering into that certain Amended and Restated Loan and Security Agreement of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein which are not defined, have the meanings set forth in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a security interest in all of Grantor's right, title and interest, whether presently existing or "hereafter acquired, in, to all Intellectual Property and all other Collateral.

NOW, THEREFORE, as collateral security for the payment and performance when due of all of the Obligations, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure all of the Obligations, Grantor grants and pledges to Secured Party a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (as defined in the Loan Agreement), including without limitation the following:

(a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights,, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Agreement (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "**Registered Copyrights**"), and any and all royalties, payments, and other amounts payable to Grantor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

(b) All present and future copyrights, maskworks, software, computer, programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "**Unregistered Copyrights**"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Agreement, and any and all

royalties, payments, and other amounts payable to Grantor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."

(c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights.

(d) All present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights.

(e) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(f) All trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, 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");

(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 rights identified above;

(h) 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;

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

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable hi respect of any of the foregoing, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part of the foregoing.

2. **Loan Agreement.** This security interest is granted in conjunction with the security interest granted to Secured Party under the Loan Agreement. The rights and remedies of Secured Party 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 Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the other 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 Secured Party of any one or more of the rights, powers or remedies provided for in this 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 Secured Party, of any or all other rights, powers or remedies.

3. **Covenants and Warranties.** Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor has no present maskworks, software, computer programs and other works of authorship registered with the United States Copyright Office except as disclosed on Exhibit A-1 hereto.

(b) Grantor shall undertake all reasonable measures to cause its employees, agents and independent contractors to assign to Grantor all rights of authorship to any copyrighted material in which Grantor has or may subsequently acquire any right or interest.

(c) Grantor shall promptly advise Secured Party of any Trademark, Patent or Copyright not specified in this Agreement, which is hereafter acquired by Grantor.

(d) Grantor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least 15 days prior written notice thereof, (ii) providing Secured Party with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking 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, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party.

4. **General.** If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements. This Agreement may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement. This Agreement, the Loan Agreement, and the other Loan Documents comprise the entire agreement of the parties with respect to the matters addressed in this Agreement. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the nonexclusive jurisdiction of any state or federal court located in San Diego County, California.

5. WAIVER OF RIGHT TO JURY TRIAL. SECURED PARTY AND GRANTOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS AGREEMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN SECURED PARTY AND GRANTOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF SECURED PARTY OR GRANTOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH SECURED PARTY OR GRANTOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

6. TERMINATION. Immediately upon satisfaction of the Revolver Termination Conditions, this Agreement and the lien of Secured Party on collateral described in Section 1 above shall terminate (subject to any specific lien in financed items of intellectual property that comprise part of the modified version of the Collateral that becomes effective upon the satisfaction of the Revolver Termination Conditions) and Secured Party shall execute and deliver to Grantor all documents and instruments as shall be reasonably necessary to evidence such termination, including a UCC-3 Termination Statement and appropriate documents to be filed or recorded with the U.S. Copyright Office and U.S. Patent and Trademark Office.

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":

ID ANALYTICS, INC.,

By: 

Title: CEO + Chairman

Name: Bruce Hanson

"Secured Party":

SILICON VALLEY BANK

By: 

Title: Relationship Manager

Form: 3/1/02
Document version: -1

EXHIBIT A-1

REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

NONE

TRADEMARK

REEL: 003907 FRAME: 0945

EXHIBIT A-2

UNREGISTERED COPYRIGHTS

NONE









EXHIBIT B

PATENTS

<u>DESCRIPTION</u>	<u>PATENT NUMBER/ APPLICATION NUMBER</u>	<u>ISSUE DATE/ FILING DATE</u>	<u>ASSIGNED TO:</u>
System and Method for Identity-Based Fraud Detection	7,458,508	12/2/08	SVB
Method of identifying fraudulent payment activity	11149516	6/10/05	SVB

EXHIBIT C

TRADEMARKS

	Serial No.	Trademark	Registration No.	Assignment Recorded:
1.	78/532,610	ID OPTIMIZER	3,230,852	None
2.	78/532,609	ID OPTIMIZER	3,234,579	None
3.	78/476,742	ID NETWORK	3,199,871	None
4.	78/294,810	GRAPH THEORETIC ANOMALY DETECTION	2,928,750	None
5.	78/294,806	ID SCORE	2,918,269	None
6.	78/248,698	ID ANALYTICS	2,916,055	None
7.	77/347,252	ID:ANALYTICS (Stylized) 		None
8.	77/347,250	ID:ANALYTICS (Stylized) 		None
9.	77/347,248	ID:ANALYTICS (Stylized) 		None
10.	77/347,247	ID:ANALYTICS (Stylized) 		None
11.	77/318,524	CERTAIN ID		None
12.	77/318,520	CERTAIN ID		None
13.	77/197,556	GTAD		None
14.	77/347,244	ID:A (Stylized) 		None
15.	77/347,243	ID:A (Stylized) 		None
16.	77/347,242	ID:A (Stylized) 		None
17.	77/347/236	ID:A (Stylized) 		None
18.	76692520	ID SCORE		None