

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
MOBILISA, INC.		08/17/2011	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	78723641	UNIVERSAL ID
Serial Number:	78722239	DEFENSE ID
Serial Number:	78535563	ID GUN
Serial Number:	78385224	WIRELESS OVER WATER
Serial Number:	78385203	FLOATING AREA NETWORK
Serial Number:	78405729	MOBILISA
Serial Number:	78405750	MOBILISA
Serial Number:	78405710	MOBILISA
Serial Number:	78405696	MOBILISA
Serial Number:	78385148	AIRCHITECT
Serial Number:	77295538	BOLO TRACKER
Serial Number:	77241072	DID
Serial Number:	77158998	FUGITIVE FINDER
Serial Number:	77059273	FAN

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Serial Number:	77059263	WOW
Serial Number:	77058533	MOBILISA
Serial Number:	77058521	MOBILISA
Serial Number:	77058514	MOBILISA

CORRESPONDENCE DATA

Fax Number: (858)638-5016
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8586771416
Email: lisa.ortiz@dlapiper.com
Correspondent Name: DLA PIPER LLP (US)
Address Line 1: ATTN: LISA ORTIZ
Address Line 2: 4365 EXECUTIVE DRIVE, SUITE 1100
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	354271-000334
NAME OF SUBMITTER:	TROY ZANDER
Signature:	/S/ TROY ZANDER
Date:	09/09/2011

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and MOBILISA, INC. ("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, Grantor and the other Borrowers party thereto dated the Effective Date (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 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:

MOBILISA, INC.

191 Otto Street,
Port Townsend, WA 98368

By: *Steve J. Nundy*

Title: *CFO*

Attn: *CFO*

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: *Nick Christ*

Title: *Relationship Manager*

Attn: *Nick Christian*

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Dynamic identity matching in response to threat levels	11843621	8/22/07
Aggregation of persons-of-interest information for use in an identification system	12197188	8/22/08
Automatic incident reporting in an access control system	12265671	11/5/08

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
UNIVERSAL ID	78723641	9/29/05
DEFENSE ID	78722239	9/28/05
ID GUN	78535563	12/20/04
WIRELESS OVER WATER	78385224	3/16/04
FLOATING AREA NETWORK	78385203	3/16/04
MOBILISA	78405729	4/21/04
MOBILISA	78405750	4/21/04
MOBILISA	78405710	4/21/04
MOBILISA	78405696	4/21/04
AIRCHITECT	78385148	3/16/04
BOLO TRACKER	77295538	10/3/07
DID	77241072	7/27/07
FUGITIVE FINDER	77158998	4/17/07
FAN	77059273	12/7/06
WOW	77059263	12/7/06
MOBILISA	77058533	12/6/06
MOBILISA	77058521	12/6/06
MOBILISA	77058514	12/6/06