

USPTO

11/15/2007 9:27:05 AM PAGE 3/013 FAX SERVICE

TO:MICHAEL J. BRIGNATI, PH.D. COMPANY:TROUTMAN SANDERS LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**11/08/2007
 900091518**

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRIVARIS, INC.		11/08/2007	CORPORATION: VIRGINIA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2938949	PRIVARIS
Registration Number:	3184330	PRIVARIS
Serial Number:	78880987	BIOBASE
Serial Number:	78881804	TRUPASS
Serial Number:	78887313	PLUSID
Serial Number:	78880982	TRUEPASS
Registration Number:	3237869	BPID
Serial Number:	78880980	I/TRUST
Serial Number:	78880979	I-TRUST
Serial Number:	78887316	+ID
Serial Number:	78880985	U-PASS
Serial Number:	78239552	BPIDPLUS

CORRESPONDENCE DATA

OF \$315.00 2938949

TO:MICHAEL J. BRIGNATI, PH.D. COMPANY:TROUTMAN SANDERS LLP

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Address Line 1: TROUTMAN SANDERS LLP
Address Line 2: 600 PEACHTREE STREET, N.E.
Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	220763.000706
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.
Signature:	Michael J. Brignati 60,890/
Date:	11/08/2007

Total Attachments: 9
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SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

Priority Patent Portfolio			
Application Serial No.	Country	Filing Date	Title
2,392,229	Canada	11/29/00	Methods, Systems, and Apparatuses for Secure Transactions
00992162.8	European Union	11/29/00	Methods, Systems, and Apparatuses for Secure Transactions
10/148,512	United States	5/30/02	Methods, Systems and Apparatuses for Secure Transactions
2,494,299	Canada	8/6/03	Methods for Secure Enrollment and Backup of Personal Identity Credentials Into Electronic Devices
03767206.0	European Union	8/6/03	Methods for Secure Enrollment and Backup of Personal Identity Credentials Into Electronic Devices
2004-526454	Japan	8/6/03	Methods for Secure Enrollment and Backup of Personal Identity Credentials Into Electronic Devices
10/635,762	United States	8/6/03	Methods for Secure Enrollment and Backup of Personal Identity Credentials Into Electronic Devices
2,491,662	Canada	7/17/03	Personal Authentication Software and Systems for Travel Privilege Assignment and Verification
03764535.5	European Union	7/14/03	Personal Authentication Software and Systems for Travel Privilege Assignment and Verification
2004-521709	Japan	7/14/03	Personal Authentication Software and Systems for Travel Privilege Assignment and Verification
10/618,951	United States	7/14/03	Personal Authentication Software and Systems for Travel Privilege Assignment and Verification
2,527,829	Canada	6/1/04	Personal Authentication Software and Systems for Travel Privilege Assignment and Verification
04753978.8	European Union	6/1/04	Personal Authentication Software and Systems for Travel Privilege Assignment and Verification
2006-533547	Japan	6/1/04	Personal Authentication Software and Systems for Travel Privilege Assignment and Verification
10/858,287	United States	6/1/04	An In-Circuit Security System and Methods for Controlling Access to and Use of Sensitive Data
2,527,836	Canada	6/1/04	An In-Circuit Security System and Methods for Controlling Access to and Use of Sensitive Data
04753980.4	European Union	6/1/04	An In-Circuit Security System and Methods for Controlling Access to and Use of Sensitive Data
2006-533548	Japan	6/1/04	An In-Circuit Security System and Methods for Controlling Access to and Use of Sensitive Data

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TRADEMARK
 REEL: 003672 FRAME: 0439

Private Patent Portfolio			
Application Serial No.	Country	Filing Date	Title
10/997,291	United States	11/24/04	Man-Machine Interface for Controlling Access to Electronic Devices
04776220.8	European Union	6/1/04	Personal Authentication and Systems for Travel Privilege Assignment and Verification
2,527,826	Canada	6/1/04	Personal Authentication and Systems for Travel Privilege Assignment and Verification
2006-533545	Japan	6/1/04	Personal Authentication and Systems for Travel Privilege Assignment and Verification
10/858,336	United States	6/1/04	System and Methods for Assignment and Use of Media Content Subscription Service Privileges
	Canada	3/24/06	Biometric Identification Device with Smart Card Capabilities
06748689.4	European Union	3/24/06	Biometric Identification Device with Smart Card Capabilities
	Japan	3/24/06	Biometric Identification Device with Smart Card Capabilities
11/389,387*	United States	3/24/06	Biometric Identification Device with Smart Card Capabilities
29/281,436	United States	6/22/07	Biometric Identification Device
D511,114	United States	11/01/05	Attachable Biometric Personal Identification Device
D511,113	United States	11/01/05	Biometric Personal Identification Device
5,481,265	United States	1/02/96	Ergonomic Customizable User/Computer Interface Devices
5,729,220	United States	03/17/98	Ergonomic Customizable User/Computer Interface Device
6,201,484	United States	03/13/01	Ergonomic Customizable User/Computer Interface Device
6,441,770	United States	08/27/02	Ergonomic Customizable User/Computer Interface Devices
10/858290	United States	06/01/2004	Man-machine interface for controlling access to electronic devices

* Each of the inventors has executed an assignment, the assignment has been filed with the USPTO, but such assignment has not been recorded by the USPTO as of the date of this Intellectual Property Security Agreement.

SCHEDULE C

Trademarks

Privaris Trademark Portfolio			
Application or Registration Number	Trademark	Country	Filing or Registration Date
Registration No. 2,938,949	PRIVARIS	United States	Registered April 5, 2005
Registration No. 3,184,330	PRIVARIS	United States	Registered December 12, 2006
Application No. 78/880,987	BIOBASE	United States	Filed May 10, 2006 Notice of Allowance March 20, 2007
Application No. 78/881,804	TRUPASS	United States	Filed May 11, 2006 Notice of Allowance March 20, 2007
Application No. 78/887,313	PLUSID	United States	Filed May 18, 2006 Notice of Allowance April 17, 2007
Application No. 78/880,982	TRUEPASS	United States	Filed May 10, 2006 Notice of Allowance March 20, 2007
Registration No. 3237869	BPID	United States	Registered May 1, 2007
Application No. 78/880,980	UTRUST	United States	Filed May 10, 2006 Notice of Allowance March 20, 2007
Application No. 130588000	BIOBASE	Canada	Filed June 19, 2006 (claiming May 10, 2006 priority date)
Application No. 130587600	PRIVARIS	Canada	Filed June 19, 2006 Notice of Allowance August 3, 2007
Application No. 130587900	PRIVARIS	Canada	Filed June 19, 2006

Application or Registration Number	Trademark	Country	Application or Registration Date
Application No. 130587700	PLUSID	Canada	Filed June 19, 2006 (claiming May 18, 2006 priority date)
Registration No. 5315205	PLUSID	European Union	Registered 8/29/06 (claiming May 18, 2006 priority date) Grant Date August 23, 2007
Registration No. 5218920	PRIVARIS	European Union	Registered July 10, 2006 Grant Date June 28, 2007
Registration No. 5218912	BIOBASE	European Union	Registered July 10, 2006 (claiming May 10, 2006 priority date) Grant Date June 21, 2007
78880979	I-TRUST	United States	Filed May 10, 2006 Abandoned
78887316	+ID	United States	Filed May 18, 2006 Abandoned
78880985	U-PASS	United States	Filed May 10, 2006 Abandoned
78239552	BPIDPLUS	United States	Filed April 18, 2003 Abandoned

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 8, 2007 by and between SILICON VALLEY BANK ("Bank") and PRIVARIS, 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 and Grantor dated November 17, 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 continue to make Credit Extensions to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents 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 (including without limitation those Copyrights, Patents and Trademarks 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 (the "Intellectual Property Collateral").

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.

As used herein, the following terms shall have the following meanings:

"Copyrights" are all copyright rights, applications or registrations and like protections in each work or authorship or derivative work, whether published or not (whether or not it is a trade secret) now or later existing, created, acquired or held.

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

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:

PRIVARIS, INC.

Address of Grantor:

11200 Waples Mill Road, Suite 103
Fairfax, Virginia 22030

Attn: _____

By: 

Title: John Perze
President & CO

BANK:

SILICON VALLEY BANK

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: _____

Title: _____

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:

PRIVARIS, INC.

11200 Waples Mill Road, Suite 103
Fairfax, Virginia 22030

By: _____

Title: _____

Att: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Patricia Pratt

Title: RELATIONSHIP MANAGER

Att: _____