

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
Cross Match, Inc.		07/13/2012	CORPORATION: DELAWARE
Cross Match Holdings, Inc.		07/13/2012	CORPORATION: DELAWARE
Cross Match Technologies, Inc.		07/13/2012	CORPORATION: DELAWARE
Cross Match Technologies GMBH		07/13/2012	LIMITED LIABILITY COMPANY: GERMANY

RECEIVING PARTY DATA

Name:	Silicon Valley Bank, as Administrative Agent
Street Address:	8020 Towers Crescent Drive
Internal Address:	Suite 475
City:	Vienna
State/Country:	VIRGINIA
Postal Code:	22182
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3813336	BE.U MOBILE
Registration Number:	3456605	CROSS MATCH
Registration Number:	3534165	GUARDIAN
Registration Number:	3530099	I SCAN
Registration Number:	2999176	ID 442
Registration Number:	3444314	L SCAN GUARDIAN
Registration Number:	3905468	LOOKOUT
Registration Number:	3202849	PRISTRAK
Registration Number:	3627445	SEEK
Registration Number:	3003194	VERIFIER

CH \$390.00 3813336

Registration Number:	3202686	VISTRAK
Registration Number:	3360687	CROSSMATCH TECHNOLOGIES
Registration Number:	3086124	D SCAN
Registration Number:	3477938	L SCAN
Serial Number:	85635976	WEBS

**CORRESPONDENCE DATA**

Fax Number: 3026365454

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	275371
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/13/2012

**Total Attachments: 11**

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## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CROSS MATCH, INC.

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation- State: DELAWARE  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) JULY 13, 2012

- Assignment                               Merger  
 Security Agreement                   Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT

Internal Address: SUITE 475

Street Address: 8020 TOWERS CRESCENT DRIVE

City: VIENNA

State: VIRGINIA

Country: UNITED STATES Zip: 22182

- Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship CALIFORNIA  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
 SEE ATTACHED SCHEDULE A

B. Trademark Registration No.(s)  
 SEE ATTACHED SCHEDULE A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: CORPORATION SERVICE COMPANY

Internal Address: \_\_\_\_\_

Street Address: 1180 AVENUE OF THE AMERICAS

City: NEW YORK

State: NEW YORK Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

15

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_


- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

  
 \_\_\_\_\_  
 Signature

JULY 13, 2012

Date

ANDREW NASH  
 \_\_\_\_\_  
 Name of Person Signing

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

11

ADDENDUM TO TRADEMARK cover page

Additional names of conveying parties:

**CROSS MATCH HOLDINGS, INC.**, a Delaware corporation

**CROSS MATCH TECHNOLOGIES, INC.**, a Delaware corporation

**CROSS MATCH TECHNOLOGIES GMBH**, a German limited liability company

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of July 13, 2012, is entered into by and among CROSS MATCH, INC., a Delaware corporation ("*Holdings*"), CROSS MATCH HOLDINGS, INC., a Delaware corporation ("*Parent*"), CROSS MATCH TECHNOLOGIES, INC., a Delaware corporation and CROSS MATCH TECHNOLOGIES GMBH, a German limited liability company (*Gesellschaft mit beschränkter Haftung*) ("*German Subsidiary*") (Holdings, Parent, Borrower and German Subsidiary Guarantor are, individually, a "*Grantor*", and collectively, the "*Grantors*") and SILICON VALLEY BANK (the "*Assignee*"), as Administrative Agent pursuant to (i) that certain Guarantee and Collateral Agreement, dated as of July 13, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Guarantee and Collateral Agreement*"), among the Assignee, certain of the Grantors and certain of the Grantors' affiliates, and (ii) that certain Credit Agreement, dated as of July 13, 2012 (as amended, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the "*Credit Agreement*"), between, among others, certain of the Grantors, the Assignee, and certain Lenders party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the federally registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by each Grantor to the Assignee pursuant to the Guarantee and Collateral Agreement, each Grantor hereby grants to the Assignee a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether 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, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on Schedule A hereto, and (ii) the right to obtain all renewals thereof.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's federally registered United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. For the avoidance of doubt, the limitations set out in section 2.8 of the Guarantee and Collateral Agreement shall apply to the security granted pursuant to this Agreement and shall be incorporated herein as if set out in full in this Agreement.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, each Grantor authorizes the Assignee, upon notice to such Grantor, to modify this Agreement without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by such Grantor or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3. Applicable Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or other electronic means), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Assignee:

Silicon Valley Bank  
8020 Towers Crescent Drive, Suite 475  
Vienna, VA 22182  
Attention: Dwayne Shuler  
Facsimile No.: 703-356-7643

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**ASSIGNEE:**

**SILICON VALLEY BANK,**  
as Administrative Agent

By: 

Name: **Dwayne Shuler**

Title: **Director**

Address of Assignee:

Silicon Valley Bank  
8020 Towers Crescent Drive, Suite 475  
Vienna, VA 22182  
Attention: Dwayne Shuler  
Facsimile No.: 703-356-7643

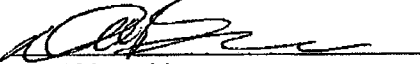
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004820 FRAME: 0747**



**GRANTORS:**

**CROSS MATCH, INC.**

By:   
Name: David Buckley  
Title: President

**Address of Grantors:**

c/o Francisco Partners  
One Letterman Drive  
Building C - Suite 410  
San Francisco, CA 94129

Attention: Keith Geeslin and Sky Kurtz  
Facsimile No.: 415-418-2999

**CROSS MATCH HOLDINGS, INC.**

By:   
Name: David Buckley  
Title: President

**Address of Grantors:**

c/o Francisco Partners  
One Letterman Drive  
Building C - Suite 410  
San Francisco, CA 94129

Attention: Keith Geeslin and Sky Kurtz  
Facsimile No.: 415-418-2999

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004820 FRAME: 0748**

**CROSS MATCH TECHNOLOGIES, INC.**

By:

Name:  David Buckley

Title: Chief Executive Officer

Address of Grantors:

3950 RCA Boulevard, Suite 5001  
Palm Beach Gardens, Florida 33410

Attention: David Buckley, Chief Executive Officer  
Facsimile No.: 561-622-9938

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004820 FRAME: 0749**

CROSS MATCH TECHNOLOGIES GMBH

By:   
Name: Uwe Richter  
Title: Managing Director/Geschäftsführer

Address of Grantors:


Cross Match Technologies GmbH  
Unstrutweg 4  
07743 Jena  
Germany



Attention: +49 (0) 3641 4297 43  
Facsimile No.: +49 (0) 3641 4297 10  
E-mail: Uwe.Richter@CrossMatch.com

Signature Page to Trademark Security Agreement

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered and Applications for United States Trademarks

<b>Grantor</b>	<b>Mark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Cross Match Technologies, Inc.	BE.U MOBILE	77/827,097	9/15/2009	3,813,336	7/6/2010
Cross Match Technologies, Inc.	CROSS MATCH	77/173,143	5/4/2007	3,456,605	7/01/2008
Cross Match Technologies, Inc.	GUARDIAN	78/847,124	3/27/2006	3,534,165	11/18/2008
Cross Match Technologies, Inc.	I SCAN	77/319,173	11/1/07	3,530,099	11/11/2008
Cross Match Technologies, Inc.	ID 442	78/370,904	2/19/2004	2,999,176	9/20/2005
Cross Match Technologies, Inc.	L SCAN GUARDIAN	77/265,236	8/27/07	3,444,314	6/10/2008
Cross Match Technologies, Inc.	LOOKOUT	77/859,280	10/28/2009	3,905,468	1/11/2011
Cross Match Technologies, Inc.	PRISTRAK	78/624,240	5/5/2005	3,202,849	1/23/2007
Cross Match Technologies, Inc.	SEEK	77/018,363	10/11/2006	3,627,445	5/26/2009
Cross Match Technologies, Inc.	VERIFIER	76/465,340	10/30/2002	3,003,194	10/4/2005
Cross Match Technologies, Inc.	VISTRAK	78/502,004	10/19/2004	3,202,686	1/23/2007
Cross Match Technologies, Inc.		78/822,084	2/23/2006	3360687	12/25/2007

Cross Match Technologies GmbH		78/278,380	7/24/2003	3,086,124	4/25/2006
Cross Match Technologies GmbH		78/531,443	12/13/2004	3,477,938	7/29/2008
Cross Match Technologies, Inc.	<b>WEBS</b>	85/635,976	5/25/2012	NOT YET REGISTERED	NOT YET REGISTERED

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