

12-04-2002



12-4-02

To the Honorable Commission

102301792

Original documents or copy thereof.

1. Name of conveying party(ies):

CIGITAL, INC.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other:

Execution Date: November 26, 2002

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

Name: COMERICA BANK-CALIFORNIA  
Address: 9920 S. LA CIENEGA BLVD., SUITE 1401  
City: INGLEWOOD State: CA Zip: 90301

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this Document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

Patent No.(s)

09/821,754	09/922,650	09/698,159
09/847,308	09/955,165	10/216,857
10/216,869	60/262,085	60/338,879

Additional numbers attached? ☐ Yes ☒ No

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

Name: Erin O'Brien  
Internal Address: GRAY CARY WARE & FREIDENRICH  
4365 Executive Drive, Suite 1100  
San Diego, CA 92121-2133

6. Total number of applications and patents involved: 9

7. Total fee (37 CFR 3.41) . . . . . \$ 360.00

☒ Enclosed

8. Deposit account number:

Please debit any underpayment or credit any overpayment to the above deposit account.

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien  
Name of Person Signing

*Erin O'Brien*  
Signature

December 3, 2002  
Date

Total number of pages comprising cover sheet: [ 6 ]

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion  
Mail documents to be recorded with required cover sheet information to:  
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Gray Cary\PA\10270975.1  
1090371-982700

PATENT  
REEL: 013533 FRAME: 0286

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 26, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and CIGITAL, INC., a Delaware corporation ("Grantor").

## RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

## AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 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.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute 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:

CIGITAL, INC.

Address of Grantor:

21351 Ridgetop Circle, Suite 400  
Dulles, VA 20166

Attn: Chief Executive Officer

By: 

Title: Exec VP, CFO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

9920 S. La Cienega Blvd., Suite 1401  
Inglewood, CA 90301

Attn: Manager

By: John A. McDonald

Title: VP

EXHIBIT A

Copyrights

Registration  
Number

Registration  
Date

Description

Gray Cary\PA\10264641.3  
1090371-982700

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Method for Defending Against Malicious Software	09/821,754	03/30/01
Method for Reducing Catastrophic Failures in Continuously Operating Software Systems	09/922,650	08/07/01
A Computer Intrusion Detection System and Method Based on Application Monitoring	09/698,159	10/30/00
System and Method for Software Certification	09/847,308	05/03/01
System and Method for Mining Execution Traces with Finite Automata	09/955,165	09/19/01
System and Method of Retrofitting Script Security Through Object Wrappers	10/216,857	01/18/02
System and Method for a Resource-Centric Malicious Code Defense System	10/216,869	01/18/02
System and Method for Identifying and Eliminating Vulnerabilities in Computer Software Applications	60/262,085	01/18/02
Approach for Understanding and Testing Third Party Software Components	60/338, 879	11/01/02

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Heather Gaede Regoli, Esq. (w/o enclosures)

PATENT

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application Number	Registration/ Application Date
Cigital	2,598,926	07/23/02
Cigital (and design)	2,598,925	07/23/02
ITS4	76/056,605	05/25/00

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**RECORDED: 12/04/2002**

**PATENT**  
**REEL: 013533 FRAME: 0291**