

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Notice of Security Interest in Patents

CONVEYING PARTY DATA

Name	Execution Date
Security Source, Inc.	11/30/2004

RECEIVING PARTY DATA

Name:	TCV IV Strategic Partners, L.P.
Street Address:	56 Main Street
City:	Milburn
State/Country:	NEW JERSEY
Postal Code:	07401

Name:	TCV IV, L.P.
Street Address:	56 Main Street
City:	Milburn
State/Country:	NEW JERSEY
Postal Code:	07401

Name:	Ascent Venture Partners III, L.P.
Street Address:	255 State Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109

PROPERTY NUMBERS Total: 10

Property Type	Number
Application Number:	10367632
Application Number:	10386125
Application Number:	60580783
Patent Number:	5748085
Patent Number:	D400887

PATENT

500017150

REEL: 015552 FRAME: 0289

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Patent Number:	D400886
Patent Number:	D405090
Patent Number:	D405091
Patent Number:	D401595
Patent Number:	D401243

# CORRESPONDENCE DATA

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NAME OF SUBMITTER:

Miriam J. Rovner

Total Attachments: 5

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**NOTICE OF SECURITY INTEREST IN PATENTS**

This **NOTICE OF SECURITY INTEREST IN PATENTS** (this "Agreement") dated as of November ~~30~~<sup>30</sup>, 2004, is among Security Source, Inc., a Delaware corporation ("**BORROWER**") and each holder (each a "**LENDER**" and collectively, the "**LENDERS**") of those certain Senior Secured Convertible Promissory Demand Notes, issued from time to time by **BORROWER** to each of the **LENDERS** pursuant to that certain Note Purchase Agreement of even date herewith (the "**NOTES**").

**WHEREAS, BORROWER** is the owner of certain patents and patent applications for the United States and other countries as designated in Exhibit A hereto, together with (i) any conversions, continuations, divisionals, renewals, reissues, reexaminations, revivals and extensions thereof; (ii) all income, royalties, damages and payments hereafter due and/or payable with respect thereto; (iii) the right to sue for past, present, and future infringements or misappropriation thereof; (iv) all rights corresponding thereto throughout the world; (v) all rights of license; and (vi) the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit A hereto (the "**PATENTS**"); "

**WHEREAS, LENDERS** have agreed to lend funds to the **BORROWER** on condition that **BORROWER** pledge and grant to such **LENDERS** a security interest and lien in and to the Collateral (as more fully described in the Notes), including without limitation in and to the Patents and all proceeds thereof and all other related claims and rights (as more fully described in the Notes).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, as security for the due and timely payment and performance

of the Collateral (as more fully described in the Notes), **BORROWER** and the **LENDERS** hereby agree as follows:

1) Grant of Security Interest. **BORROWER** hereby pledges and grants to each **LENDER** a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Notes providing therefor.

2) Purpose. **BORROWER** has entered into this Agreement for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the **LENDERS** in connection with the Notes and is expressly subject to the terms and conditions thereof.

3) Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including the preamble and recitals hereto, have the meanings provided or provided by reference in the Notes.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

SECURITY SOURCE, INC.

By:

Name:  
Title:

ROY C. KING, PRESIDENT & CEO

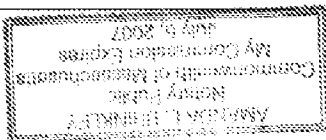
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF

On this 23<sup>rd</sup> day of November, 2004, before me, the undersigned notary public, personally appeared ROY C. KING the Pres & CEO of Security Source, Inc., proved to me through satisfactory evidence of identification, which were Driver's License, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Margaret Vase  
(official signature and seal of notary)

My commission expires:



[Signature Page to Patents Security Interest Notice]

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PATENT  
REEL: 015552 FRAME: 0293

**EXHIBIT A****To Notice of Security Interest in Patents and Patent Applications**

<u>Docket No.</u>	<u>Application/ Patent Title</u>	<u>Application/ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Owner/Applicant</u>
24961-504 (U.S.) (MediaLock)	System and Method For Anti-Theft Protection of Information Storage Media	10/367,632	2/14/03	Security Source, Inc.
24961-502-004 (Australia)	Corresponds to 24961-504	2003217539	2/14/03	Security Source, Inc.
24961-502-008 (Canada)	Corresponds to 24961-504	2475819	2/14/03	Security Source, Inc.
24961-502-019 (Europe)	Corresponds to 24961-504	03713490.5	2/14/03	Security Source, Inc.
24961-502-032 (Japan)	Corresponds to 24961-504	2003-569938	2/14/03	Security Source, Inc.
24961-505 (U.S.)	Support Vector Machines For Predication and Classification in Supply Chain Management	10/386,125	3/11/03	Security Source, Inc.
24961-506-Pro (U.S.) (DataSource)	Site Monitoring and Data Collection and Distribution Systems and Methods (Provisional application)	60/580,783	6/18/04	Security Source, Inc.
24961-508	Electronic Article Surveillance Event Monitoring System	5,748,985	5/5/98	Security Source, Inc.

**EXHIBIT A (cont.)**

<u>Docket No.</u>	<u>Application/ Patent Title</u>	<u>Application/ Patent No.</u>	<u>Filing Date/ Grant Date</u>	<u>Owner/Applicant</u>
	Antenna Cover (Design Patent)	D400,887	11/10/98	Security Source, Inc.
	Antenna Cover (Design Patent)	D400,886	11/10/98	Security Source, Inc.
	Antenna Cover (Design Patent)	D405,090	2/2/99	Security Source, Inc.
	Antenna Cover (Design Patent)	D405,091	2/2/99	Security Source, Inc.
	Antenna Cover (Design Patent)	D401,595	11/24/98	Security Source, Inc.
	Antenna Cover (Design Patent)	D401,243	11/17/98	Security Source, Inc.