

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Priva Technologies, Inc.	10/11/2006

RECEIVING PARTY DATA

Name:	Maverick Fund L.D.C.
Street Address:	300 Crescent Court
Internal Address:	18th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201

Name:	Maverick Fund USA, Ltd.
Street Address:	300 Crescent Court
Internal Address:	18th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201

Name:	Maverick Fund II, Ltd.
Street Address:	300 Crescent Court
Internal Address:	18th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	09495727
Application Number:	09495674

PATENT

500163258

REEL: 018375 FRAME: 0129

CH \$360.00 09495727

Application Number:	09496224
Application Number:	60223662
Application Number:	60223661
Application Number:	10937063
Application Number:	10622305
Application Number:	11047333
Patent Number:	7076444

CORRESPONDENCE DATA

Fax Number: (214)969-5100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2149694864
Email: mmcmullen@jonesday.com
Correspondent Name: Michelle McMullen
Address Line 1: 2727 North Harwood Street
Address Line 4: Dallas, TEXAS 75201-1515

ATTORNEY DOCKET NUMBER:	021387625021
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NAME OF SUBMITTER:	Michelle McMullen
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Total Attachments: 7
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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (this "Agreement") is made as of October 11, 2006, by and between Priva Technologies, Inc., a Delaware corporation, with its principal office at 875 N. Michigan Ave., Suite 1404, Chicago, Illinois, 60611 (the "Company"), and Maverick Fund, L.D.C., a Cayman Island limited duration corporation ("Maverick Fund LDC"), Maverick Fund USA, Ltd., a Texas limited partnership ("Maverick Fund USA"), and Maverick Fund II, Ltd., a Cayman Island limited duration corporation ("Maverick Fund II") and, together with Maverick Fund USA and Maverick Fund LDC, the "Maverick Entities").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of October 11, 2006 (the "Purchase Agreement") by and among the Company and the Maverick Entities, the Maverick Entities purchased from the Company Secured Promissory Notes in the aggregate principal balance of \$2,000,000 (each, a "Note" and collectively the "Notes") and the Company and the Maverick Entities agreed that the Maverick Entities would become first priority secured creditors of the Company; and

WHEREAS, pursuant to the Purchase Agreement the Company, Priva Design Services, Inc., a Delaware corporation and a wholly-owned subsidiary of the Company, and the Maverick Entities entered into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Company has granted a first priority security interest to the Maverick Entities in all of the Collateral (as such term is defined therein), including without limitation the Patents (as such term is defined therein) and other related collateral covered hereby; and

WHEREAS, the Purchase Agreement is conditioned on, among other things, the execution and delivery by the Company of a Patent Security Agreement in the form hereof.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Incorporation of Notes and Security Agreement; Definitions. The Notes and the Security Agreement and the terms and provisions thereof are each hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

2. Grant of Security Interests to Secured Parties. To secure the complete and timely payment, observance and performance of the Secured Obligations:

(a) The Company hereby grants to and creates in favor of the Secured Parties a first priority continuing security interest and lien in all of its right, title and interest in and to all now owned and hereafter acquired Patents, including without limitation all utility patents, design patents, industrial designs and utility model registrations, of the United States or any other

country or political subdivision thereof, and all applications for any letters patent, including, but not limited to each patent and patent application referred to in Schedule A attached hereto (as amended or supplemented from time to time), together with (i) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, (ii) all rights and privileges corresponding or relating to any of the foregoing, (iii) all proceeds of any of the foregoing including without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit arising from, out of or in connection with any of the foregoing, and (iv) all rights to sue for past, present and future infringements or violations of any of the foregoing (collectively, the “Patent Related Collateral”), as security for the full and timely payment (whether of stated maturity, by required prepayment, on acceleration or otherwise), observance and performance of the Secured Obligations and in order to induce the Secured Parties to make loans to the Company pursuant to the terms of the Notes.

(b) If an Event of Default shall occur and be continuing, in addition to all other rights and remedies available to it hereunder or otherwise, each Secured Party shall have the right, without notice to the Company, to set-off against and to appropriate and apply to the unpaid balance of any obligations owing to the Company by such Secured Party and any funds held in any manner for the account of the Company by such Secured Party, and each Secured Party is hereby granted a security interest in and lien on all such obligations and funds for such purpose. Such set-off rights shall exist whether or not any such Secured Party shall have made such demand under any obligation and whether or not such obligation is matured or unmatured.

3. Restrictions on Future Agreements. The Company agrees that until the Secured Obligations shall have been satisfied in full and the Notes shall have been terminated, the Company shall not, without the prior written consent of the Secured Parties, sell or assign its interest in, or grant any license that would impair, or conflict with the Company’s obligations to each Secured Party under, any Patent or enter into any other agreement that would impair or conflict with the Company’s obligations to each Secured Party or that would in any other manner be materially adverse to the interests of such Secured Party, with respect to any Patent, and the Company further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to each Secured Party under this Agreement.

4. Secured Party’s Right to Sue. After an Event of Default, any Secured Party shall have the right, but in no way be obligated, to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction in its own name to enforce the Patents and, if such Secured Party shall commence any such suit, the Company shall, at the request of such Secured Party, do any and all lawful acts and execute any and all proper documents required by such Secured Party in aid of such enforcement and the Company shall promptly, upon demand, reimburse and indemnify such Secured Party for all costs and expenses incurred by such Secured Party in the exercise of its rights under this Section 4.

5. Cumulative Remedies; Power of Attorney. The Company and each Secured Party hereby acknowledges and affirms that the rights and remedies with respect to the Patent Related Collateral, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Company hereby authorizes each Secured Party upon the occurrence of an Event of Default

to make, constitute and appoint any officer or agent of such Secured Party as such Secured Party may select, in its sole discretion, as the Company's true and lawful attorney-in-fact, with power to (i) endorse Company's name on all applications, documents, papers and instruments necessary or desirable for such Secured Party in the use of the Patent Related Collateral, (ii) take any other actions with respect to the Patent Related Collateral as such Secured Party deems to be in the best interest of such Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the Patent Related Collateral to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patent Related Collateral to any person or entity. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Obligations shall have been paid in full and the Notes have been terminated. The Company hereby further acknowledges and agrees that the use by any Secured Party of all Patent Related Collateral shall be worldwide, except as limited by their terms, and without any liability for royalties or other related charges from such Secured Party to the Company.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of the date first written above.

PRIVA TECHNOLOGIES, INC., a Delaware corporation

By: 

Mark Heatwole, Executive Vice President and
General Counsel

Agreed and Accepted
As of the Date First Written Above

MAVERICK FUND, L.D.C.

By: Maverick Capital, Ltd.
its investment advisor

By: _____
Its: _____

MAVERICK FUND USA, LTD.

By: Maverick Capital, Ltd.
its general partner

By: _____
Its: _____

MAVERICK FUND II, LTD.

By: Maverick Capital, Ltd.
its investment advisor

By: _____
Its: _____

IN WITNESS WHEREOF, the Company has duly executed this Agreement as of the date first written above.

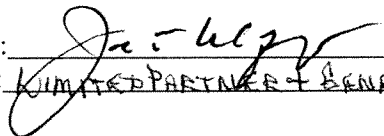
PRIVA TECHNOLOGIES, INC., a Delaware corporation

By: _____
Mark Heatwole, Executive Vice President and
General Counsel

Agreed and Accepted
As of the Date First Written Above

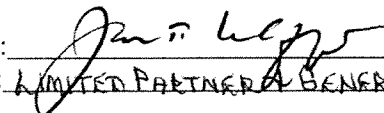
MAVERICK FUND, L.D.C.

By: Maverick Capital, Ltd.
its investment advisor

By: 
Its: ~~LIMITED PARTNER~~ GENERAL COUNSEL

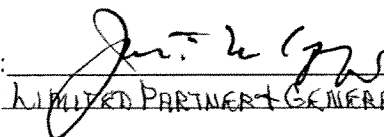
MAVERICK FUND USA, LTD.

By: Maverick Capital, Ltd.
its general partner

By: 
Its: ~~LIMITED PARTNER~~ GENERAL COUNSEL

MAVERICK FUND II, LTD.

By: Maverick Capital, Ltd.
its investment advisor

By: 
Its: ~~LIMITED PARTNER~~ GENERAL COUNSEL

SCHEDULE A

PATENT AND PATENT APPLICATIONS

<u>U.S. Patent No.</u>	<u>Patent Name</u>	<u>Date of Patent</u>
US 7,076,444 B1	- Electronic Offer Management System and Method Thereof	7/11/06

<u>Patent Application Description</u>	<u>Patent Application No.</u>	<u>Filed</u>
- System and Method for Electrically Facilitating Impulse Transactions	09/495,727	
- System and Method for Obtaining Impulse Transaction Data	09/495,674	
- System and Method for an Impulse Transaction User Device	09/496,224	
- System and Methods for Secure and Private Electronic Identification and Transaction Processing	60/223,662	
- System and Method for Synchronizing Information	60/223,661	
- System and Method for Protected Transactions		
- System and Method for Anonymous Transactions		
- Design: Portable Authentication Device		
- Design: Desk Mount for Portable Device		
- System and Method for Secure Microcode Instructions		
- Sequence API for Authentication Initiation		
- Encrypted Memory Device		
- System and Method for Securely Compressed Data		
- System and Method for Intent Based Transactions		
- System and Method for Managing Paper Incentive Offers	10/937,063	9/8/04
- System and Method for Managing Incentive Offers	10/622,305	7/16/03

- System and Method for Delivering Messages onto a Sale Register Receipt	11/047,333	1/28/05
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