

02-23-2007



103374243

To the Director of the U.S. Patent a

Documents or the new address (es) below.

1. Name of conveying party(ies):
Authentix, Inc.

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

Name: SILICON VALLEY BANK

Internal Address: HF 154

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CA

Country: USA Zip: 95054

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

OFFICE OF PUBLIC RECORDS
2007 FEB 22 AM 11:34
FINANCE SECTION

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

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

Execution Date: January 24, 2007

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other:
- Merger
- Change of Name

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

29/235,413 11/192,902

60/816,812 60/819,309

60/819,575

B. Patent No.(s)

5,397,819 6,432,715

5,760,394

Additional numbers attached? Yes No

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

Name: Silicon Valley Bank

Internal Address: COLLATERAL HF154

Street Address: 3003 TASMAN DRIVE

City: SANTA CLARA

State: CA

Zip: 95054

Phone Number: (408) 919-0310

Fax Number: (408) 654-6313

Email Address: svaldivia@svb.com

6. Total number of applications and patents involved: 8

7. Total fee (37 CFR 1.21 (h) & 3.41) \$ 320.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers

Expiration Date

b. Deposit Account Number

Authorized User Name

9. Signature:

Signature

February 13, 2007

Date

02/22/2007 DBYRNE 00000159 29235413

01 FEB 2007

Susana (Svaldivia) y/o Mike Jordan

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

2.22.07

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and AUTHENTIX, INC., a Delaware corporation ("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 Second Amended and Restated Loan and Security Agreement dated January __, 2007 by and between Bank and Grantor dated the Effective Date (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, Patents, and Mask Works 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 Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D 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.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

AUTHENTIX, Inc.,
a Delaware corporation

Address of Grantor:

4355 Excel Parkway, Suite 100
Dallas, TX 75001

Attn: _____

By: 

Title: CFO

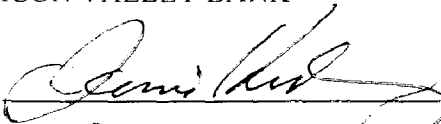
BANK:

SILICON VALLEY BANK

Address of Bank:

14185 N. Dallas Parkway, Suite 780
Dallas, TX 75254

Attn: _____

By: 

Title: Relationship Manager

EXHIBIT "A"
COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
Fuels Database	TX 6-309-545	12/6/05

EXHIBIT "B"
PATENTS

<u>PATENT DESCRIPTION</u>	<u>PATENT/SERIAL NO.</u>	<u>FILING DATE</u>
Thermoplastic Materials Containing Near Infrared Fluorophores	5,397,819	11/24/93
Method for Marking Items for Identification	6,432,715	2/24/98
Isotopic Taggant Method and Composition	5,760,394	5/17/96
Phosphor Reader	29/235,413	8/2/05
Apparatus and Method for Security Tag Detection	11/192,902	7/29/05
Authentication of Ingestible Products Using Saccharides as Markers	60/816,812	6/27/06
Method to Product Synthetic Non-Woven Reinforced Natural Fiber Substrates	60/819,309	7/7/06
Method to Product Synthetic Non-woven Reinforced Natural Fiber Sustrates	60/819,575	7/10/06

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