

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
CONVEYING PARTY DATA											
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Confidant, Inc.</td><td>12/27/2007</td></tr><tr><td>Confidant International, LLC</td><td>12/27/2007</td></tr></tbody></table>	Name	Execution Date	Confidant, Inc.	12/27/2007	Confidant International, LLC	12/27/2007					
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RECEIVING PARTY DATA											
<table border="1"><tr><td>Name:</td><td>Hawaii Strategic Innovation Fund, LLC</td></tr><tr><td>Street Address:</td><td>841 Bishop Street, Suite 1020</td></tr><tr><td>City:</td><td>Honolulu</td></tr><tr><td>State/Country:</td><td>HAWAII</td></tr><tr><td>Postal Code:</td><td>96813</td></tr></table>	Name:	Hawaii Strategic Innovation Fund, LLC	Street Address:	841 Bishop Street, Suite 1020	City:	Honolulu	State/Country:	HAWAII	Postal Code:	96813	
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PROPERTY NUMBERS Total: 1											
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>11312156</td></tr></tbody></table>	Property Type	Number	Application Number:	11312156							
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CORRESPONDENCE DATA											
Fax Number: (415)541-9366 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>											
Phone: 415-777-3200											
Email: ipfilings@hansonbridgett.com											
Correspondent Name: Jonathan S. Storper, Hanson Bridgett LLP											
Address Line 1: 425 Market Street, 26th Floor											
Address Line 4: San Francisco, CALIFORNIA 94105											
ATTORNEY DOCKET NUMBER:	27895.6 HSIF PATENT SECUR										

PATENT

500493528

REEL: 020687 FRAME: 0207

CH \$40.00 11312156

NAME OF SUBMITTER:

Mary Dougherty

Total Attachments: 4

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made as of December 27, 2007, among CONFIDANT, INC., a Delaware corporation and CONFIDANT INTERNATIONAL, LLC, a Delaware limited liability company (the "Grantors") and the undersigned parties hereto (each a "Lender" and collectively, the "Lenders").

### WITNESSETH:

WHEREAS, the Lenders have each made and agreed to make certain advances of money and to extend certain financial accommodation to and for the benefit of Grantors as evidenced by those certain secured convertible promissory notes dated as of the date hereof (the "Notes"); and

WHEREAS, the Lenders have required and the Grantors have agreed to execute and deliver this Agreement to secure the prompt and complete payment, observance and performance of all of the Secured Obligations (as defined below).

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

1. Grant of Security Interest. Grantors hereby grant to the Lenders, security title to and a security interest in (together with a right of setoff) all property of Grantors, including, without limitation, each Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired (collectively, the "Collateral"):

1.1. Inventory. All of each Grantor's inventory in all of its forms, wherever located, now or hereafter existing (including, without limitation, all raw materials, work in process, finished goods thereof, and materials used or consumed in the ordinary course of such Grantor's business), whether such Grantor has an interest in mass or a joint or other interest or right of any other kind (including, without limitation, goods in which such Grantor has an interest or right as consignee), and all accessions thereto and products thereof and documents and warehouse receipts therefor (any and all such inventory, accessions, products and documents being collectively referred to as the "Inventory").

1.2. Accounts. All of each Grantor's "accounts" as defined under the UCC (as defined below) and any and all supporting obligations in respect thereof (collectively, the "Accounts").

1.3. Equipment. All of each Grantor's machinery and equipment, and including all personal property constituting machinery, apparatus, equipment, fittings, fixtures, and other tangible personal property (other than Inventory) of every kind and description used or usable in such Grantor's business operations or owned by such Grantor, or in which such Grantor has an interest, and all parts, accessories and special tools relating thereto, wherever located,

whether now or hereafter existing or acquired, and all proceeds thereof and substitutions and replacements therefor, including, without limitation, all insurance proceeds payable with respect to any of the foregoing (collectively, the **"Equipment"**).

1.4. General Intangibles. All general intangibles (including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill, patents, trade names, trademarks, servicemarks, copyrights, and other intellectual property, blueprints, drawings, purchase orders, customer lists, warehouse receipts, drafts, acceptances, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, money, insurance premium rebates, tax refunds, and tax refund claims, whether negotiable or non-negotiable, of each Grantor, whether secured or unsecured, and whether now existing or hereafter created or arising, and all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to Accounts or any such contract rights, securities, warehouse receipts, drafts, acceptances, payment intangibles or general intangibles (any and all such leases, security agreements and other contracts being the **"Related Contracts"**) and including, without limitation, the proceeds of all warranty agreements and service contracts sold by or on behalf of such Grantor), and any and all supporting obligations in respect thereof, and any other personal property (all of such property (other than goods, Accounts, Investment Property and Instruments and Documents) is collectively referred to herein as the **"General Intangibles"**).

1.5. Instruments and Documents. All "instruments," "documents," "deposit accounts," "chattel paper," "letters of credit," "letter of credit rights," and "promissory notes" as defined in the Uniform Commercial Code as in effect in the State of Delaware (the "UCC"), including (without limitation) all electronic chattel paper, tangible chattel paper, warehouse receipts and other documents of title, policies and certificates of insurance, checking, savings, and other bank accounts, certificates of deposit, checks, notes and drafts, now or hereafter acquired, to the extent not included in Accounts, owned or held by each Grantor, whether or not in negotiable form, and all collateral and other security therefor, whether now or hereafter existing or acquired, and all proceeds thereof and all substitutions and replacements therefor and any and all supporting obligations in respect thereof (collectively, the **"Instruments and Documents"**).

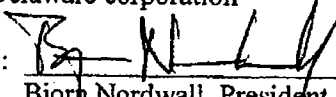
1.6. Investment Property. All investment property of each Grantor, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all shares of capital stock, partnership or other ownership interests, of whatever class or character, now or hereafter owned by such Grantor, in each case together with the certificates evidencing the same, and any and all supporting obligations in respect thereof (the **"Investment Property"**).

1.7. Books. All books and records (including, without limitation, computer tapes, programs, printouts, and all other computer materials, records and software) recording, evidencing or relating to any or all of the foregoing described in this Section 1 above (collectively, the **"Books"**).

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

GRANTOR:

**CONFIDANT, INC.,**  
a Delaware corporation

By:   
Bjorn Nordwall, President

LENDERS:

**HAWAII STRATEGIC INNOVATION FUND, LLC**

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

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

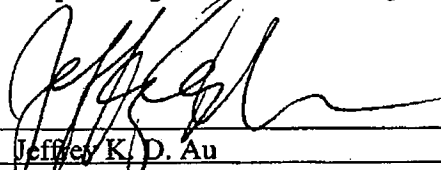
GRANTOR:

**CONFIDANT, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Bjorn Nordwall, President

LENDERS:

**HAWAII STRATEGIC INNOVATION FUND, LLC**  
By: PacifiCap Management, Inc., Manager

By:   
Name: Jeffrey K. D. Au  
Title: Chief Executive Officer  
Address: 841 Bishop Street, Suite 1020  
Honolulu, HI 96813

Amount: ██████████