

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT												
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>EZShield Parent Inc.</td> <td>04/09/2010</td> </tr> <tr> <td>EZShield Holdings, LLC</td> <td>04/09/2010</td> </tr> <tr> <td>EZShield Sales Co.</td> <td>04/09/2010</td> </tr> <tr> <td>EZShield Inc.</td> <td>04/09/2010</td> </tr> </tbody> </table>		Name	Execution Date	EZShield Parent Inc.	04/09/2010	EZShield Holdings, LLC	04/09/2010	EZShield Sales Co.	04/09/2010	EZShield Inc.	04/09/2010		
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;"><b>Name:</b></td> <td>Edgestone Capital Equity Fund III Nominee, Inc.</td> </tr> <tr> <td><b>Street Address:</b></td> <td>The Exchange Tower, 130 King Street West</td> </tr> <tr> <td><b>Internal Address:</b></td> <td>Suite 600</td> </tr> <tr> <td><b>City:</b></td> <td>Toronto</td> </tr> <tr> <td><b>State/Country:</b></td> <td>ONTARIO</td> </tr> <tr> <td><b>Postal Code:</b></td> <td>M5X 1A6</td> </tr> </table>		<b>Name:</b>	Edgestone Capital Equity Fund III Nominee, Inc.	<b>Street Address:</b>	The Exchange Tower, 130 King Street West	<b>Internal Address:</b>	Suite 600	<b>City:</b>	Toronto	<b>State/Country:</b>	ONTARIO	<b>Postal Code:</b>	M5X 1A6
<b>Name:</b>	Edgestone Capital Equity Fund III Nominee, Inc.												
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<b>PROPERTY NUMBERS Total: 2</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (514)904-8101</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 514-904-8100</p> <p>Email: ipmtl@osler.com</p> <p>Correspondent Name: OSLER, HOSKIN &amp; HARCOURT LLP</p> <p>Address Line 1: 1000 DE LA GAUCHETIERE STREET WEST</p> <p>Address Line 2: SUITE 2100</p> <p>Address Line 4: MONTREAL, QUEBEC H3B 4W5</p>													
<b>ATTORNEY DOCKET NUMBER:</b>	1118126												

OP \$80.00 10685206

**501144282**

**PATENT**  
**REEL: 024214 FRAME: 0955**

NAME OF SUBMITTER:

Omar Pezo

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of April 9, 2010, is made by EZShield Parent, Inc., a Delaware corporation (the "Parent Borrower"), EZShield Holdings, LLC, a Delaware limited liability company ("Holdings"), EZShield Sales Co., a Delaware corporation ("Sales") and EZShield, Inc., a Delaware corporation ("Inc." and, collectively with the Parent Borrower, Holdings and Sales, the "Grantors" and each a "Grantor") in favor of Edgestone Capital Equity Fund III Nominee, Inc., as lender under the Note referred to below (in such capacity, together with its successors in such capacity, the "Lender"). Terms defined in the Guarantee and Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Guarantee and Security Agreement.

**WHEREAS**, the Parent Borrower entered into a Secured Demand Promissory Note dated on or about the date hereof (as modified and supplemented and in effect from time to time, the "Note") evidencing a loan made by the Lender to the Parent Borrower.

**WHEREAS**, each of the Grantors have entered into that certain Guarantee and Security Agreement dated on or about the date hereof in favor of the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Security Agreement") and the Grantors have agreed to enter into this IP Security Agreement.

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

Section 1. Grant of Security. As security for the prompt payment in full when due of those Secured Obligations which are payment obligations, and the performance and observance by each Grantor of all other Secured Obligations, and in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration the receipt and adequacy whereof are hereby acknowledged, each Grantor does hereby grant, bargain, sell, assign, transfer, convey, mortgage, and pledge unto the Lender, its successors and assigns, for the ratable security and benefit of the Secured Parties, a lien on and security interest in all estate, right, title and interest of such Grantor in, to and under the following, whether now owned or hereafter acquired, and wherever located (the "Collateral"):

- (a) the patents and patent application set forth in Schedule A hereto;
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in any application for trademarks and service marks filed with the U.S. Patent and Trademark Office on the basis of a Grantor's intent to use such mark pursuant to 15 U.S.C. §1051 Section (b)(1) and for which a form evidencing use of the mark in interstate commerce has not been filed with the U.S. Patent and Trademark Office pursuant to 15 U.S.C. §1060(a)), together, in each case, with the goodwill symbolized thereby;
- (c) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;
- (d) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (e) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (f) any and all Proceeds of any and all of the foregoing.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Secured Obligations of such Grantor under the Loan Documents.

Section 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

Section 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Note and the Guarantee and Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Note and the Guarantee and

Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Unless otherwise expressly provided in this IP Security Agreement, if any provision contained in this IP Security Agreement conflicts with any provision of any other Loan Document, the provision contained in this IP Security Agreement shall govern and control, except to the extent of a conflict with the Note or the Guarantee and Security Agreement, in which case the Note or the Guarantee and Security Agreement (as applicable) shall control; provided, that the inclusion of supplemental rights or remedies in favor of the Lender in any other Loan Document shall not be deemed a conflict with this IP Security Agreement.

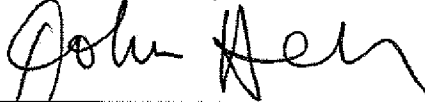
Section 6. Governing Law. This IP Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with, the law of the State of New York.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its respective officers thereunto duly authorized, as of the date first above written.

**GRANTORS**


EZSHIELD PARENT, INC.

By 

Name: John Herr

Title: President & Chief Executive Officer


EZSHIELD HOLDINGS LLC

By 

Name: John Herr

Title: President & Chief Executive Officer


EZSHIELD SALES CO.

By 

Name: John Herr

Title: President & Chief Executive Officer

EZSHIELD, INC.

By 

Name: John Herr

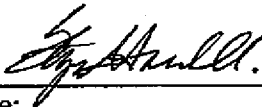
Title: President & Chief Executive Officer

SIGNATURE PAGE TO IP SECURITY AGREEMENT

ACCEPTED AND AGREED  
as of the date first above written:

EDGESTONE CAPITAL EQUITY  
FUND III NOMINEE, INC., as nominee for  
and on behalf of EDGESTONE CAPITAL  
EQUITY FUND III (CANADA), L.P.  
and its parallel investors and co investors

as Lender

By   
Name:  
Title:

SIGNATURE PAGE TO IP SECURITY AGREEMENT

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

Patent Appl. No.	Title	Filing Date	Registered Assignee
CA 2,437,875	SYSTEM AND METHOD FOR PROVIDING RECOVERY FOR VICTIMS OF CHECK FRAUD	August 19, 2003	EZShield, Inc.
US 60/418,936 Expired Provisional Application	SYSTEM AND METHOD FOR PROVIDING CHECK FRAUD PROTECTION	October 15, 2002	---
US 10/685,206	SYSTEM AND METHOD FOR PROVIDING RECOVERY FOR VICTIMS OF CHECK FRAUD	October 14, 2003	EZShield, Inc.
US 11/328,362	SYSTEM AND METHOD FOR PROVIDING RECOVERY FOR VICTIMS OF CHECK FRAUD	January 9, 2006	EZShield, Inc.
US 61/086,605 Expired Provisional Application	ONLINE SAFETY DEPOSIT BOX	August 6, 2008	---
WO2010/017335 (PCT/US2009/052909)	ONLINE SAFETY DEPOSIT BOX	August 6, 2009	No Registered Assignee / EZShield, Inc. is the Applicant



SCHEDULE B

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

TM Reg./Appl. No.	Trademark	Reg./Filing Date	Registered Assignee
2709171	EZ EZSHIELD CHECK FRAUD PROTECTION PROGRAM [AND DESIGN]	April 22, 2003	EZShield, Inc.
2981333	EZ EZ SHIELD	August 2, 2005	EZShield, Inc.
2774601	EZ DESIGN	October 21, 2003	EZShield, Inc.
77/547,151	EZSHIELD FRAUD TRAC	August 14, 2008	EZShield, Inc.
77/547,186	EZSHIELD ID PROTECT	August 14, 2008	EZShield, Inc.
77/547,202	EZSHIELD ID PROTECT	August 14, 2008	EZShield, Inc.
77/547,200	EZSHIELD ID PROTECT	August 14, 2008	EZShield, Inc.
77/547,191	EZSHIELD ID PROTECT	August 14, 2008	EZShield, Inc.
77/547,171	EZSHIELD ID PROTECTION	August 14, 2008	EZShield, Inc.
77/547,165	EZSHIELD ID PROTECTION	August 14, 2008	EZShield, Inc.
77/547,158	EZSHIELD ID PROTECTION	August 14, 2008	EZShield, Inc.
77/547,163	EZSHIELD ID PROTECTION	August 14, 2008	EZShield, Inc.
77/564,324	EZSHIELD IDENTITY PROTECTION	September 8, 2008	EZShield, Inc.
77/564,321	EZSHIELD IDENTITY PROTECTION	September 8, 2008	EZShield, Inc.
77/564,319	EZSHIELD IDENTITY PROTECTION	September 8, 2008	EZShield, Inc.
77/564,317	EZSHIELD IDENTITY PROTECTION	September 8, 2008	EZShield, Inc.
77/547,136	EZSHIELD IDENTITY RESTORATION	August 14, 2008	EZShield, Inc.
77/547,131	EZSHIELD IDENTITY RESTORATION	August 14, 2008	EZShield, Inc.
77/547,144	EZSHIELD VAULT	August 14, 2008	EZShield, Inc.
77/823463	EZSHIELD	September 10, 2009	EZShield, Inc.
77/754078	EZSHIELD EMERGENCY CARD SERVICES	June 8, 2009	EZShield, Inc.
3748960	EZSHIELD IDENTITY THEFT PROTECTION	February 16, 2010	EZShield, Inc.
3766516	EZSHIELD PLUS	March 30, 2010	EZShield, Inc.
77/891342	IDENTISCREEN	December 11, 2009	EZShield, Inc.
3766513	THE EZSHIELD PROMISE	March 30, 2010	EZShield, Inc.

SCHEDULE C

COPYRIGHT REGISTRATIONS AND APPLICATIONS  
AND EXCLUSIVE COPYRIGHT LICENSES

Copyright Reg. No.	Full Copyright Title	Registration Date	Copyright Claimant
US VA0001701680	All text, images and other content as may appear on the internet web pages of www.ezshield.com as of February 8, 2010. (Excluding licensed images of individuals appearing on the web pages.)	February 9, 2010	EZShield, Inc.