

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
FIDELIS SECURITY SYSTEMS, INC.	03/25/2009
RECEIVING PARTY DATA	
Name:	BRIDGE BANK, NATIONAL ASSOCIATION
Street Address:	55 S. Almaden Blvd.
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7467202
CORRESPONDENCE DATA	
Fax Number:	(858)550-6420
Phone:	858-550-6403
Email:	erin.obrien@cooley.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Erin O'Brien
Address Line 1:	c/o Cooley LLP
Address Line 2:	4401 Eastgate Mall
Address Line 4:	San Diego, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	305983-149 FIDELIS
NAME OF SUBMITTER:	Erin O'Brien
Total Attachments: 6 source=Fidelis signed A&R IPSA#page1.tif source=Fidelis signed A&R IPSA#page2.tif source=Fidelis signed A&R IPSA#page3.tif source=Fidelis signed A&R IPSA#page4.tif source=Fidelis signed A&R IPSA#page5.tif source=Fidelis signed A&R IPSA#page6.tif	

CH \$40.00 7467202

**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of March 25, 2009 by and between BRIDGE BANK, N.A. ("**Bank**") and FIDELIS SECURITY SYSTEMS, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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 and Patents 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.

C. Bank and Borrower have previously entered into that certain Intellectual Property Security Agreement dated as of September 6, 2007 (the "Original Agreement"). Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Exhibits A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

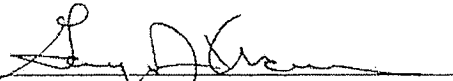
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1601 Trapelo Rd
Waltham, MA 02451
Attn: Peter George/Gary Kraemer

FIDELIS SECURITY SYSTEMS, INC.

By: 

Title: Vice President and CFO

BANK:

Address of Bank:

55 Almaden Blvd.
San Jose, CA 95113

BRIDGE BANK, N.A.

By: _____

Title: _____

Attention: Peter Bendoris

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

Address of Grantor:

4416 East West Highway, Suite 310
Bethesda, MD 20814

Attn: Timothy Sullivan/Gene Savchuck

FIDELIS SECURITY SYSTEMS, INC.

By: _____

Title: _____

BANK:

Address of Bank:

55 Almaden Blvd.
San Jose, CA 95113

Attention: Peter Bendoris

BRIDGE BANK N/A

By:  _____

Title: SENIOR VICE PRESIDENT

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Patents

PB REF	COUNTRY	S/N	FILED	PATENT NO.	ISSUED	TITLE
020501.0802PTCA	Canada	2537882	9/9/2004			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTCN	China (Peoples Republic)	480033060.8	9/9/2004			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTEP	European Patent Convention	4788665	9/9/2004			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTHK	Hong Kong	7111976.8	11/5/2007			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802D1IN	India	412/KOLNP/2009	1/29/2009			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTIN	India	581/KOLNP/2006	9/9/2004			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802D1IL	Israel	Divisional of 174163				HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTIL	Israel	174163	9/9/2004			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802D1JP	Japan	2009-055249	3/9/2009			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTJP	Japan	2006-526298	9/9/2004			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTWO	Patent Cooperation Treaty	PCT/US04/29503	9/9/2004			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020502.0802D1US	United States of America	12/269,610	11/12/2008			HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM
020501.0802PTUS	United States of America	10/658,777	9/10/2003	7467202	12/16/2008	HIGH-PERFORMANCE NETWORK CONTENT ANALYSIS PLATFORM

EXHIBIT C

Trademarks

TM: EXTRUSION PREVENTION SYSTEM, Certificate of Registration no. 2,980,119
issued on July 26, 2005

TM: DEEP SESSION INPSECTION, Certificate of Registration no. 3,895,150 issued on
December 21, 2010