

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Iridian Technologies, Inc.		08/05/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	One Independence Center, 101 N. Tryon St.
<b>Internal Address:</b>	Mail Code: NC1-001-04-39
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	a national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2302544	IRISCODE
Registration Number:	2576786	PC IRIS
Registration Number:	2646711	IRIDIAN
Registration Number:	2643924	IRIDIAN TECHNOLOGIES
Registration Number:	2762170	ANONYMOUS AUTHENTICATION
Registration Number:	2602449	IRIDIAN
Registration Number:	2684378	IRIDIAN TECHNOLOGIES
Registration Number:	2669905	KNOWHO
Registration Number:	2664167	PRIVATE ID
Registration Number:	3090619	PROOF POSITIVE
Registration Number:	2896235	IRISKEY
Registration Number:	3006308	OPENIRIS
Serial Number:	76271328	AUTHENTICAM

CH \$340.00 2302544

CORRESPONDENCE DATA

Fax Number: (704)350-7800  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 704-350-7769  
Email: bsmith@winston.com  
Correspondent Name: Jason E. Bennett  
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.  
Address Line 2: 22nd Floor  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	3165.07016
NAME OF SUBMITTER:	Jason E. Bennett
Signature:	/Jason E. Bennett/
Date:	08/15/2008

Total Attachments: 5  
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Amended and Restated Security Agreement dated as of August 5, 2008 (as amended, modified, extended or restated from time to time, the "Agreement") among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as administrative agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted, and hereby grants, a continuing security interest in and continuing lien upon the trademarks and trademark applications shown below to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations:

TRADEMARKS

<u>Trademark No.</u>	<u>Description of Trademark Item</u>	<u>Date of Trademark</u>
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See Schedule 1 attached hereto

TRADEMARK APPLICATIONS

<u>Trademark Applications No.</u>	<u>Description of Trademark Applied for</u>	<u>Date of Trademark Applications</u>
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See Schedule 1 attached hereto

The Grantors and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

IRIDIAN TECHNOLOGIES, INC.

By: 

Name: James A. DePalma

Title: Treasurer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The Grantors and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the foregoing trademarks and trademark applications (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

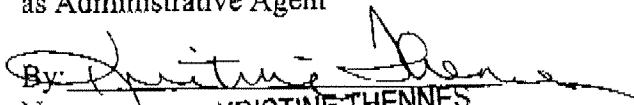
Very truly yours,

IRIDIAN TECHNOLOGIES, INC.

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




Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By:   
Name: KRISTINE THENNES  
Title: Vice President

Iridian Technologies, Inc.

## (a) United States Trademarks:

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
2,302,544	IRISCODE	12/21/99
2,576,786	PC IRIS	6/4/2002
2,646,711	IRIDIAN	11/5/2002
2,643,924	IRIDIAN TECHNOLOGIES	10/29/2002
2,762,170	ANONYMOUS AUTHENTICATION	9/9/2003
2,602,449	IRIDIAN AND DESIGN  	7/30/2002
2,684,378	IRIDIAN TECHNOLOGIES AND DESIGN  	2/4/2003
2,669,905	KNOWHO	12/31/2002
2,664,167	PRIVATE ID AND DESIGN  	12/17/2002
3,090,619	PROOF POSITIVE	05./09/2006
2896235	IRISKEY	10/19/2004

<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
3,006,308	OPENIRIS	10/11/2005
76-271,328	AUTHENTICAM	6/13/2001

(b) United States Trademark Applications:

None.