

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Identive Group, Inc.		03/31/2014	CORPORATION: DELAWARE
Hirsch Electronics LLC		03/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
idOnDemand, Inc.		03/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 MacArthur Boulevard		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Commercial bank: CALIFORNIA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1561962	SCRAMBLEPAD	
Registration Number:	2269741	SCRAMBLEPROX	
Registration Number:	2315048	SMARTOS	
Registration Number:	2971627	SCM	
Registration Number:	3054861	IDK	
Registration Number:	3958999	IDONDEMAND	
Registration Number:	3968166	IDONDEMAND SMARTID	
Registration Number:	3975399	SMART IDENTIFICATION, SIMPLY	
Registration Number:	4115437	TOUCHSECURE	
Registration Number:	4176852	TOUCHSECURE OPENACCESS READER	
Registration Number:	4440683	IDENTIVE NFC ... IT JUST WORKS!	
Registration Number:	4478831	TAGTRAIL	
Serial Number:	85723178	IAUTHENTICATE	
Serial Number:	78562748	INTEROPERABILITY DEVELOPMENT KIT	
Serial Number:	85479097	SMARTCORE	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$390.00 1561962

Fax Number: 3122585600

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-258-5724

Email: cbollinger@schiffhardin.com

Correspondent Name: Chris L. Bollinger

Address Line 1: P.O. Box 06079

Address Line 2: Schiff Hardin LLP

Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER: 41907-0010

NAME OF SUBMITTER: Chris L. Bollinger

SIGNATURE: /Chris L. Bollinger/

DATE SIGNED: 04/03/2014

Total Attachments: 16

source=4-2 - Intellectual Property Security Agreement#page1.tif
source=4-2 - Intellectual Property Security Agreement#page2.tif
source=4-2 - Intellectual Property Security Agreement#page3.tif
source=4-2 - Intellectual Property Security Agreement#page4.tif
source=4-2 - Intellectual Property Security Agreement#page5.tif
source=4-2 - Intellectual Property Security Agreement#page6.tif
source=4-2 - Intellectual Property Security Agreement#page7.tif
source=4-2 - Intellectual Property Security Agreement#page8.tif
source=4-2 - Intellectual Property Security Agreement#page9.tif
source=4-2 - Intellectual Property Security Agreement#page10.tif
source=4-2 - Intellectual Property Security Agreement#page11.tif
source=4-2 - Intellectual Property Security Agreement#page12.tif
source=4-2 - Intellectual Property Security Agreement#page13.tif
source=4-2 - Intellectual Property Security Agreement#page14.tif
source=4-2 - Intellectual Property Security Agreement#page15.tif
source=4-2 - Intellectual Property Security Agreement#page16.tif

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 March 31, 2014, is made by **IDENTIVE GROUP, INC.**, a Delaware corporation (the "*Company*"), **HIRSCH ELECTRONICS LLC**, a Delaware limited liability company ("*Hirsch*"), **IDONDEMAND, INC.**, a Delaware corporation ("*ID*" and, together with the Company and Hirsch, collectively herein referred to as "*Grantor*" or "*Debtor*"), in favor of **OPUS BANK**, a California Commercial Bank ("*Opus*" or "*Lender*") as Lender under that certain Credit Agreement dated as of the date hereof between Debtor and Lender (as amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lender, Grantor has executed and delivered that certain General Security Agreement dated as of the date hereof between the Grantor and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement, an "*IP Security Agreement Supplement*"), executed and delivered by Grantor to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the "*Trademarks*");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by Grantor to the Lender from time to time) (the “Copyrights”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a “Statement of Use” with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of such Grantor therein).

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the payment of the Obligations (as defined in the Security Agreement) of Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

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

SECTION 4. Execution in Counterparts. This 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 Security Agreement. 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 Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of California.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

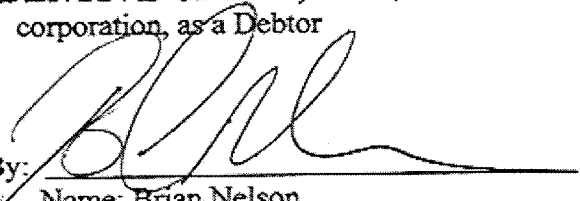
IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Address for Notices:

1900 - B Carnegie Avenue
Santa Ana, CA 92705

Attn: _____

IDENTIVE GROUP, INC., a Delaware corporation, as a Debtor

By: 

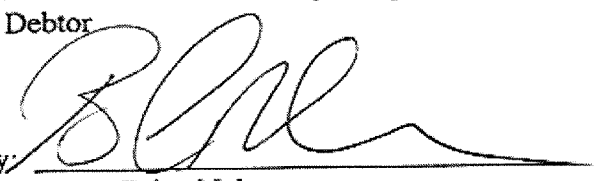
Name: Brian Nelson
Its: Chief Financial Officer

Address for Notices:

1900 - B Carnegie Avenue
Santa Ana, CA 92705

Attn: _____

HIRSCH ELECTRONICS LLC, a Delaware limited liability company, as a Debtor

By: 

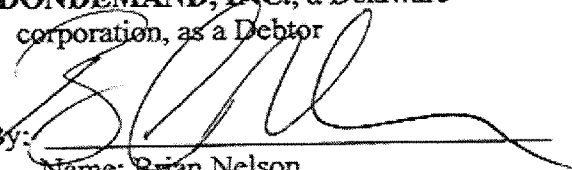
Name: Brian Nelson
Its: Chief Financial Officer

Address for Notices:

1900 - B Carnegie Avenue
Santa Ana, CA 92705

Attn: _____


IDONDEMAND, INC., a Delaware corporation, as a Debtor

By: 

Name: Brian Nelson
Its: Chief Financial Officer

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OPUS BANK, as Lender

By: 
Name: Kevin P. McBride
Its: Managing Director

TRADEMARK

REEL: 005250 FRAME: 0873

**Schedule A to the
IP Security Agreement**

PATENTS:

Patent Title	Patent No. / App No.	App. Date	Status/countries	Owner
Method and system for providing continued access to authentication and encryption services	WO/2011/150450		Pending/WO/USA/GB	idOnDemand, Inc.
Authentication system and method in a contactless environment	WO/2011/103634		Pending/USA/GB	idOnDemand, Inc.
System and method for converging RFID building security with pki techniques	WO2012019238		Pending/PCT/GB	idOnDemand, Inc.
Simultaneous multi-frequency RFID communication system	WO2012019239		Pending/PCT/USA/GB	idOnDemand, Inc.
RFID Label With Shielding Element Assignment	WO20120055998		Pending/PCT, EU	Identive Group, Inc.
RFID labels in flat, discrete and stackable sheet form which allows creation of visual signs onto the labels with common devices such as office printers and even with pens	PCT/IB10/02182		Pending/PCT	Identive Group, Inc.
RFID tag for an object having metallic portions, tag coupler and method thereof	EP1561129		Issued/Europe	Identive Group, Inc.
RFID tag for an object having metallic portions, tag coupler and method thereof	SG106,662		Issued/Singapore	Identive Group, Inc.
Producing a Card and a Card Holder	13/270,746		Pending/US, EU	Identive Group, Inc.
Providing Secure Execution of Mobile Device Workflows	13/343,261		Pending/US	Identive Group, Inc.
Providing Secure Execution of Mobile Device Workflows	PCT/US13/20282		Pending/PCT	Identive Group, Inc.
Developing and Executing Workflow Processes Associated with Data-Encoded Tags	13/327,824		Pending/US	Identive Group, Inc.
Developing and Executing Workflow Processes Associated with Data-Encoded Tags	PCT/US12/61933		Pending/PCT	Identive Group, Inc.
Systems and Methods for Providing an Augmented Reality Experience	13/408,592 February 29, 2012		Pending/US	Identive Group, Inc.
Systems and Methods for Providing an Augmented Reality Experience	PCT/US12/61934 October 25, 2012		Pending/PCT	Identive Group, Inc.
Cloud Secure Channel Access	61/589,054		Pending/US	Identive Group, Inc.
Cloud Secure Channel Access	PCT/US13/22560		Pending/PCT	Identive Group, Inc.




Patent Title	Patent No. / App No.	App. Date	Status/countries	Owner
Providing Continued Operation of NFC Mobile Devices and Tags	13/405,136		Pending/US	Identive Group, Inc.
Providing Continued Operation of NFC Mobile Devices and Tags	PCT/US13/21708 January 16, 2013		Pending/PCT	Identive Group, Inc.
Card Lamination	13/594,398		Pending/USA, PCT	Identive Group, Inc.
Proximity Devices That Supports Multiple Formats	13/747,157		Pending/USA	Identive Group, Inc.
Proximity Devices That Supports Multiple Formats	PCT/US13/22565		Pending/PCT	Identive Group, Inc.
RFID Access Control Reader with Enhancements	13/762,502		Pending/USA, PCT	Identive Group, Inc.
Method and System for Providing Identity, Authentication, and Access Services	61/603,191		Provisional application/USA	Identive Group, Inc.
Method and System for Providing Identity, Authentication, and Access Services	PCT/US13 in filing		Application/PCT	Identive Group, Inc.
Method for Manufacturing a Plastic Card	US in filing		Application/ US	Identive Group, Inc.
RFID Label with Shielding Element	61/380,627		Provisional/ US	Identive Group, Inc.
RFID Label with Shielding Element	8469281		Issued/ US	Identive Group, Inc.
RFID Gasket Structure (TGS-004PC)	PCT/US12/55470		Pending/PCT	Identive Group, Inc.
Authentication System and Method in a Contactless Environment	13/579,233 (US20130061303 A1)	11/21/12	Pending/Published	idOnDemand, Inc.
Data entry systems with biometric devices for security access control	7,091,845	8/15/06	Issued	Hirsch Electronics LLC
Integrated data entry system including a card proximity sensor for security access control	6,102,286	08/15/06	Issued	Hirsch Electronics LLC
Speech activated security systems and methods	5,668,929	9/16/97	Issued	Hirsch Electronics LLC
Card Lamination	13/858,582 (US20130240632 A1)	4/8/13	Pending/Published	Identive Group Inc.
Cloud Secure Channel Access Control	13/747,155 (US20130222107 A1)	1/22/13	Pending/Published	Identive Group Inc.
Method and System for Providing Identity, Authentication, and Access	13/774,490 (US20130221094)	2/22/13	Pending/Published	Identive Group Inc.

Patent Title	Patent No. / App No.	App. Date	Status/countries	Owner
Services	A1)			
RFID Label Sheet	EP2454708	1/2/13	Published	Identive Group Inc.
Method and System for Providing Identity, Authentication, and Access Services	WO2013126675	2/22/13	Published	Identive Group Inc.
Producing a Card and Card Holder	WO2013055620	10/8/12	Published	Identive Group Inc.
RFID-ETIKETT	AT534093	12/15/11	Published	Identive Group Inc.
Data Entry System with Biometric Devices for Security Access Control	EP1513110	12/9/09	Published	Hirsch Electronics LLC
Authentication System and Method in Contactless Environment	GB2490824	11/14/12	Published	idOnDemand, Inc.
Method and System for Providing Continued Access to Authentication and Encryption Services	GB2494819	3/20/13	Published	idOnDemand, Inc.
Authentication System and Method in Contactless Environment	AU2010230088	9/20/12	Published	idOnDemand, Inc.
Method and System for Providing Continued Access to Authentication and Encryption Services	AU2011261152	1/10/13	Published	idOnDemand, Inc.
Method And System For Providing Continued Access To Authentication And Encryption Services	13/808,170 (US20130290717 A1)	1/3/13	Pending	idOnDemand, Inc.

**Schedule B to the
IP Security Agreement**

FEDERAL TRADEMARKS

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
1.	Smartag (IGI-601FR) (label mark)	07/3502079	May 21, 2007	France	Identive Group, Inc.	009, 010
2.	Smartag (IGI-602FR) (word mark)	07/3503459	May 29, 2007	France	Identive Group, Inc.	009
3.	 (IGI-603FR)	07/3541246	November 29, 2007	France	Identive Group, Inc.	009
4.	 (IGI-603CA)	TMA782479 November 15, 2010	1397231 May 28, 2008	Canada	Identive Group, Inc.	N/A
5.	 (IGI-603IN)	N/A	1692754 May 29, 2008	India	Identive Group, Inc.	009
6.	 (IGI-603MY)	N/A	0801521 May 29, 2008	Malaysia	Identive Group, Inc.	009
7.	 (IGI-603TH)	N/A	696718 May 28, 2008	Thailand	Identive Group, Inc.	009
8.	 (IGI-603TW)	01355651 April 1, 2009	097025477 May 29, 2008	Taiwan	Identive Group, Inc.	009
9.	 (IGI-603LZ)	991519 May 29, 2008	991519 May 29, 2008	International Registry	Identive Group, Inc.	009

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
10.	 (IGI-603IZ-AT)	991519 May 29, 2008	991519 May 29, 2008	Austria	Identive Group, Inc.	009
11.	 (IGI-603IZ-CH)	991519 May 29, 2008	991519 May 29, 2008	Switzerland	Identive Group, Inc.	009
12.	 (IGI-603IZ-CN)	991519 May 29, 2008	991519 May 29, 2008	China	Identive Group, Inc.	009
13.	 (IGI-603IZ-DE)	991519 May 29, 2008	991519 May 29, 2008	Germany	Identive Group, Inc.	009
14.	 (IGI-603IZ-GB)	N/A	991519 May 29, 2008	Great Britain	Identive Group, Inc.	009
15.	 (IGI-603IZ-JP)	991519 August 5, 2010	991519 May 29, 2008	Japan	Identive Group, Inc.	009
16.	 (IGI-603IZ-KR)	N/A	991519 May 29, 2008	South Korea	Identive Group, Inc.	009
17.	 (IGI-603IZ-RU)	991519 January 27, 2010	991519 May 29, 2008	Russia	Identive Group, Inc.	009
18.	 (IGI-603IZ-SG)	T0901864J June 10, 2010	991519 May 29, 2008	Singapore	Identive Group, Inc.	009
19.	Sticklet (IGI-604)	4024634 September 13, 2011	79/087734 April 16, 2010	United States	Identive Group, Inc.	009

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
20.	STICKLET (IGI-604CA)	N/A	1476916 April 14, 2010	Canada	Identive Group, Inc.	N/A
21.	Sticklet (IGI-604FR)	09/3684393	October 16, 2009	France	Identive Group, Inc.	009
22.	Sticklet (IGI-604MY)	2010006660 October 28, 2011	2010006660 April 15, 2010	Malaysia	Identive Group, Inc.	009
23.	Sticklet (IGI-604IZ)	1052214 April 16, 2010	1052214 April 16, 2010	International Registry	Identive Group, Inc.	009
24.	Sticklet (IGI-604IZ-AU)	1389628 March 2, 2011	1052214 April 16, 2010	Australia	Identive Group, Inc.	009
25.	Sticklet (IGI-604IZ-CN)	1052214 August 29, 2011	1052214 April 16, 2010	China	Identive Group, Inc.	009
26.	Sticklet (IGI-604IZ-DE)	093684393 March 15, 2011	1052214 April 16, 2010	Germany	Identive Group, Inc.	009

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
27.	Sticklet (IGI-604IZ-FI)	1052214 October 1, 2012	1052214 April 16, 2010	Finland	Identive Group, Inc.	009
28.	Sticklet (IGI-604IZ-GB)	1052214 January 17, 2011	1052214 April 16, 2010	Great Britain	Identive Group, Inc.	009
29.	Sticklet (IGI-604IZ-IE)	1052214 April 5, 2011	1052214 April 16, 2010	Italy	Identive Group, Inc.	009
30.	Sticklet (IGI-604IZ-IE)	1052214 April 5, 2011	1052214 April 16, 2010	Ireland	Identive Group, Inc.	009
31.	Sticklet (IGI-604IZ-JP)	N/A	1052214 April 16, 2010	Japan	Identive Group, Inc.	009
32.	Sticklet (IGI-604IZ-KR)	1052214 March 2, 2012	1052214 April 16, 2010	South Korea	Identive Group, Inc.	009
33.	Sticklet (IGI-604IZ-RU)	1052214 September 20, 2011	1052214 April 16, 2010	Russia	Identive Group, Inc.	009

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
34.	Sticklet (IGI-604IZ-SE)	1052214 March 6, 2012	1052214 April 16, 2010	Sweden	Identive Group, Inc.	009
35.	Sticklet (IGI-604IZ-SG)	T1013674J February 16, 2011	1052214 April 16, 2010	Singapore	Identive Group, Inc.	009
36.	Sticklet (IGI-604IZ-US)	1052214 March 6, 2012	1052214 April 16, 2010	United States	Identive Group, Inc.	009
37.	 (IGI-605)	3803307 June 15, 2010	79/064636 May 29, 2008	United States	Identive Group, Inc.	009
38.	Smartag (IGI-605SG)	T0002342J February 19, 2002	February 17, 2000	Singapore	Identive Group, Inc.	009
39.	 (IGI-607)	4440683	85/409,863 August 29, 2011	United States	Identive Group, Inc.	009, 035
40.	SMARTCORE (IGI-608)	N/A	85/479,097 November 22, 2011	United States	Identive Group, Inc.	009, 016

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
41.	iAuthenticate (IGI-609)	N/A	85/723178 September 7, 2012	United States	Identive Group, Inc.	009
42.	TagTrail (IGI-610)	4478831	85/741539 September 28, 2012	United States	Identive Group, Inc.	009
43.	SCRAMBLEPAD (HCH-601)	1561962 October 24, 1989	73/779190 February 7, 1989	United States	Hirsch Electronics LLC	009
44.	SCRAMBLEPAD (HCH-601DE)	1162832 August 21, 1990	July 31, 1989	Germany	Hirsch Electronics LLC	009
45.	SCRAMBLEPAD (HCH-601JP)	2697711 October 31, 1994	H01-089751 August 7, 1989	Japan	Hirsch Electronics LLC	009
46.	INTEROPERABIL ITY DEVELOPMENT KIT (HCH-602)	N/A	78/562748 February 8, 2005	United States	Hirsch Electronics LLC	009
47.	SCRAMBLEPRO X (HCH-603)	2269741 August 10, 1999	75/368922 September 30, 1997	United States	Hirsch Electronics LLC	009

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
48.	IDK (HCH-604)	3054861 January 31, 2006	78/562753 February 8, 2005	United States	Hirsch Electronics LLC	009
49.	TouchSecure	4115437	77/913086 January 15, 2010	United States	idOnDemand, Inc.	009
50.	TouchSecure OpenAccess Reader	4176852	85/318800 May 12, 2011	United States	idOnDemand, Inc.	009
51.	IDONDEMAND SMARTID	3968166		United States	idOnDemand, Inc.	
52.	IDONDEMAND (logo)	3958999		United States	idOnDemand, Inc.	
53.	SMART IDENTIFICATION , SIMPLY	3975399		United States	idOnDemand, Inc.	
54.	SCM	2971627		United States	Identive Group, Inc.	

	Trademark / Docket No.	Registration No./ Issue Date	Application No./ Filing Date	Country	Assignee / Owner	International Class(es)
55.	SMARTOS	2315048		United States	Identive Group, Inc.	
56.	Sticklet (IGI-604IZ-ES)	1052214 March 2, 2012	1052214 April 16, 2010	Spain	Identive Group, Inc.	
57.	IDENTIV (IGI-611)					
	uTRUST (IGI-612)					

**Schedule C to the
IP Security Agreement**

COPYRIGHTS

None.

41907-0010
CH2M4374071.3