

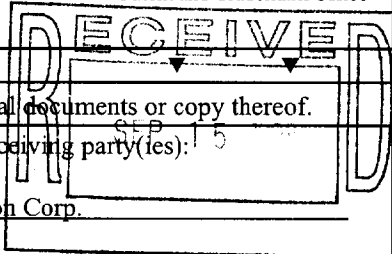
09-17-1998

COVER SHEET
BY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100831057



9-15-98

Tab settings ⇨⇨⇨ ▼

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party (ies):

FSA Corporation

2. Name and address of receiving party(ies):

Name: FSA Combination Corp.

Internal Address: _____

Street Address: 15 East North Street

City: Dover State: DE ZIP: 19901

- Individual(s)
- General Partnership
- Corporation-State
- Other Alberta corporation

- Individual(s) citizenship: _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

If assignment is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) and addresses attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Combination Agreement
- Merger
- Change of Name

Execution Date: August 16, 1996

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,098,922 2,128,182 2,139,979

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John L. Slafsky

Internal Address: Wilson Sonsini Goodrich & Rosati

Street Address: 650 Page Mill Road

City: Palo Alto State: CA ZIP: 94304-1050

6. Total number of application and registrations involved: 3

7. Total fee (37 CFR 3.41) \$90.00

Enclosed

Authorized to be charged to deposit account

If insufficient funds charge to:

8. Deposit account number:

23-2415 Attn: 18974-900

(Attach duplicate copy of this page if paying by deposit account.)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John L. Slafsky

Name of Person Signing

John Slafsky
Signature

9-15-98
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1788 FRAME: 0754

SEP 15 1998
FC:441
FC:482

13.11 JOINT VENTURE.....
 13.12 FURTHER ASSURANCES.....
 13.13 ABSENCE OF THIRD PARTY BENEFICIARY RIGHTS.....
 13.14 ENTIRE AGREEMENT.....
 13.15 ATTACHMENTS AND SCHEDULES.....

EXHIBITS

1.1(i) Certificate of Designation
 1.5 Registration Rights Agreement
 5.4 FSA Affiliate Agreement
 6.6 McAfee Affiliate Agreement
 7.2(a) Exchangeable Share Provisions
 7.2(b)(i) Support Agreement
 7.2(b)(ii) Voting and Exchange Trust Agreement
 7.3 Option Exchange Agreement
 9.11 Escrow Agreement
 9.16 Non-Competition Agreement
 9.17 Employment Agreement

</TABLE>

<PAGE> 7

COMBINATION AGREEMENT

THIS COMBINATION AGREEMENT (this "AGREEMENT") is entered into as of August 16, 1996, by and among McAfee Associates, Inc., a Delaware corporation ("MCAFEE"), FSA Combination Corp., a Delaware corporation and an indirect subsidiary of McAfee ("SUB"), FSA Corporation, an Alberta corporation ("FSA"), and Daniel Freedman, the sole shareholder of FSA ("SHAREHOLDER").

RECITALS

A. The parties hereto intend that, subject to the terms and conditions hereinafter set forth, Sub will acquire a controlling interest in FSA pursuant to a reorganization of capital and other transactions (the "Combination") to be completed in accordance with this Agreement.

B. The Board of Directors and Shareholder of FSA and the Board of Directors of McAfee and Sub have approved the Combination and the transactions contemplated by this Agreement.

C. The Combination is intended to be treated as (i) a "pooling of interests" under United States generally accepted accounting principles ("US GAAP"), and (ii) a reorganization of capital for purposes of Section 86 of the Income Tax Act (Canada) (the "ITA").

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. THE COMBINATION.

1.1 REQUISITE TRANSACTIONS. At 3:00 p.m. Pacific Daylight Time (the "EFFECTIVE TIME") on August 30, 1996 (the "EFFECTIVE DATE"), the parties hereto shall cause the following reorganization of capital to occur and such reorganization of capital shall be deemed to occur in the following order without any further act or formality:

(a) The articles of incorporation of FSA shall be amended to authorize a class of Class F Exchangeable Non-Voting Shares (the "EXCHANGEABLE SHARES") and one Class E Non-Voting Preferred Share of FSA (the "CLASS E PREFERRED SHARE").

(b) FSA shall issue to Sub one Class E Preferred Share in consideration of the transfer to FSA by Sub of one share of the common stock,

As used in this Agreement, "TAX" and "TAXES" means, with respect to any entity, (A) all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital, gross receipts, sales, goods and services, use, ad valorem, transfer, franchise, license, withholding, payroll, employment, excise, severance, utility, compensation, social security, workers' compensation, unemployment insurance or compensation, stamp, occupation, premium, property or windfall profits taxes, alternative or add-on minimum taxes, customs duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing, and (B) any liability for the payment of any amount of the type described in the immediately preceding clause (A) as a result of being a "transferee" (within the meaning of Section 6901 of the Code, Section 160 of the ITA, or any other applicable law) of another entity or a member of an affiliated or combined group. As used in this Agreement, "TAX RETURNS" means all returns relating to Taxes.

2.15 INTELLECTUAL PROPERTY.

(a) FSA owns, or has the right to use, sell or license all Intellectual Property Rights (as defined below) necessary or required for the conduct of its business as presently conducted, and to distribute all FSA Products (as defined below), free and clear of all liens, claims or encumbrances, other than statutory liens for amounts not yet due and payable (such Intellectual Property Rights being hereinafter collectively referred to as the "FSA IP

12

<PAGE> 19

RIGHTS"), and such rights to use, sell or license are sufficient to conduct the business of FSA currently conducted and as proposed to be conducted by FSA. The FSA Disclosure Schedule contains an accurate and complete list of (i) all patents and patent applications and all registered trademarks, copyrights, and trade names of FSA, (ii) all licenses, sublicenses and other Intellectual Property Right agreements (other than end-user licenses) as to which FSA is a party, and (iii) all licenses, sublicenses and other agreements as to which FSA is a party and pursuant to which FSA is authorized to use any material third-party technology, trade secret, know-how, process, patents, trademarks or copyrights, including software ("LICENSED INTELLECTUAL PROPERTY"), which are incorporated in, are, or form a part of any product of FSA currently distributed (a "CURRENT FSA PRODUCT") or any FSA Product Under Development (the "CURRENT FSA PRODUCTS" and "FSA PRODUCTS UNDER DEVELOPMENT" collectively being referred to herein as the "FSA PRODUCTS").

(b) FSA is not, nor will it be as a result of the execution and delivery of this Agreement, the Transaction Documents, or the performance of its obligations hereby and thereby, be in breach of any license, sublicense or other agreement relating to the FSA IP Rights or Licensed Intellectual Property.

(c) All patents and registered trademarks claimed by or issued to FSA are valid and subsisting. All trademarks claimed by or issued to FSA are enforceable against third parties. FSA is the sole and exclusive owner of all copyrights in the FSA Products. FSA and Shareholder (i) have not been sued in any suit, action or proceeding which involves a claim of infringement of any third party rights, (ii) have no knowledge that the manufacturing, marketing, licensing or sale of FSA Products infringes any Intellectual Property Rights of any third party, and (iii) have no knowledge of any claim challenging or questioning the validity or effectiveness of any of its licenses or agreements relating thereto. To FSA's and Shareholder's knowledge, there is no valid basis for any claim of the type specified in the immediately preceding sentence which would in any material way relate to or interfere with the continued enhancement and exploitation by FSA of any of the FSA Products. None

FSA will deliver prior to Closing a list of all applications, registrations, filings and other formal actions made or taken pursuant to United States, Canadian, provincial, federal, state and foreign laws by FSA to perfect or protect its interest in FSA IP Rights, including, without limitation, all patents, patent applications, trademarks, trademark applications, copyrights and copyright applications and to the knowledge of FSA and Shareholder, there is no cancellation, termination or expiration of any such registration or patent that is reasonably foreseeable and is not intended to be renewed or extended by FSA, except where the failure to renew or extend would not have a Material Adverse Effect on FSA. To the best of FSA's and

14

<PAGE> 21

Shareholder's knowledge, FSA is not using any confidential information or trade secrets of any former employer of any past or present employees.

As used herein, the term "INTELLECTUAL PROPERTY RIGHTS" shall mean all worldwide industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, copyright, copyright applications, mask works, franchises, licenses, know-how, trade secrets, customer lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.16 PRODUCTS AND DISTRIBUTION. The FSA Disclosure Letter contains a complete list of all Current FSA Products published and/or distributed by FSA, and all material new products and enhancements to existing products under development by FSA which are currently expected by FSA to be released in the next six months (the "FSA PRODUCTS UNDER DEVELOPMENT").

2.17 FEES AND EXPENSES. FSA has not paid or become obligated to pay any fee or commission to any broker, finder or intermediary in connection with the transactions contemplated by this Agreement and the Transaction Documents.

2.18 INSURANCE. FSA maintains and has maintained fire and casualty, general liability, business interruption, product liability and sprinkler and water damage insurance in amounts and scope typically maintained by similarly situated businesses. Section 2.18 of the FSA Disclosure Letter contains a list of all such insurance policies presently in effect, and correct and complete copies of all such policies along with a history of claims made under such policies have been provided to McAfee or McAfee's counsel.

2.19 OWNERSHIP OF PROPERTY. Except for liens for current Taxes not yet delinquent or for liens imposed by law and incurred in the ordinary course of business for obligations not yet due to carriers, warehousemen, laborers, materialmen and the like, FSA owns its real and personal property free and clear of all security interests, mortgages, liens, charges, claims, options and encumbrances. All real and tangible personal property of FSA is generally in good repair and is operational and usable in the operations of FSA, subject to ordinary wear and tear, and subject to technical obsolescence. FSA is not in violation of any zoning, building or safety ordinance, regulation or requirement or other law or regulation applicable to the operation of owned or leased properties (the violation of which would have a Material Adverse Effect on FSA), or has received any notice of violation which has not been remedied.

2.20 ENVIRONMENTAL MATTERS.

(a) To FSA's and Shareholder's knowledge, during the period that FSA has leased or owned its properties or owned or operated any facilities, there have been no disposals, releases, emissions, spills, discharges or threatened releases of Hazardous Materials (as

this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2.5 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon facsimile (with confirmed receipt), or personal delivery to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

8

<PAGE> 10

2.6 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

2.7 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Shareholder.

2.8 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

2.9 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject hereof.

9

<PAGE> 11

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first above written.

McAFEE ASSOCIATES, INC.

By:.....
R. Terry Duryea, Vice President
Professional Services and Corporate
Development

Address:

2710 Walsh Avenue
Santa Clara, California 95051-0963

DANIEL FREEDMAN

Address:

1232 17A Street NW
Calgary, Alberta
Canada T2N 2E7

[Signature page to Registration Rights Agreement]

</TEXT>
</DOCUMENT>
<DOCUMENT>
<TYPE>EX-99.1
<SEQUENCE>5
<DESCRIPTION>PRESS RELEASE
<TEXT>

<PAGE> 1

EXHIBIT 99.1

PRESS RELEASE

<PAGE> 2

[MCAFEE LETTERHEAD]

Media Contacts:
Mark Coker
Dovetail Public Relations
(408) 395-3600

Terry Duryea
McAfee
(408) 988-3832

Benjamin Freedman
FSA Corporation
(408) 264-4822

FOR IMMEDIATE RELEASE

MCAFEE COMPLETES ACQUISITION OF FSA CORPORATION

SANTA CLARA, CALIF. (September 3, 1996) - McAfee (Nasdaq: MCAF) today announced it has completed the acquisition of network security software developer, FSA Corporation, based in Calgary, Alberta, Canada. Under the terms of the agreement, first announced August 19, 1996, McAfee has acquired privately held FSA for 356,000 shares of McAfee common stock. The acquisition is accounted for as a pooling of interests.

FSA's employees, including Dan Freedman, founder and president of FSA, are continuing with McAfee. Dan Freedman has now become a member of McAfee's executive staff as vice president of security products, where he manages McAfee's growing family of network security products. McAfee is maintaining FSA's offices in Calgary.

Founded in 1989, Calgary-based FSA Corporation was a leading supplier of