

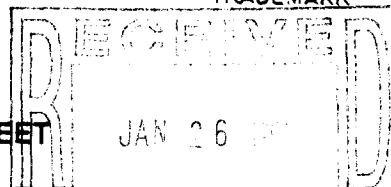
01-26-1999

FORM PTO-1613A
Expires 06/30/99
UMB 0651-0027



100948967

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

med 1-26-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other _____
- Effective Date
Month Day Year
12 14 98

Conveying Party

Mark if additional names of conveying parties attached

Name Safe Technologies Inc.

Execution Date
Month Day Year
12 14 98

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Aladdin Knowledge Systems Ltd.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 15 Beit Oved St.

Address (line 2) _____

Address (line 3) Tel Aviv
City

Israel
State/Country

61110
Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Israeli corporation

01/26/1999 SBUKRS 00000192 130206 75300270

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 CH
100.00 CH

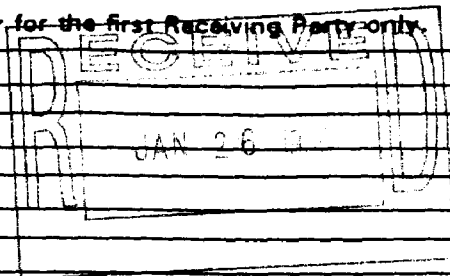
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0681-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1845 FRAME: 0784

Domestic Representative Name and Address

Enter for the first Receiving Party only.



Name Paula J. Krasny
Address (line 1) McDermott, Will & Emery
Address (line 2) 227 W. Monroe
Address (line 3) Suite 5100
Address (line 4) Chicago, IL 60606

Correspondent Name and Address

Area Code and Telephone Number (312) 984-7704

Name Paula J. Krasny
Address (line 1) McDermott, Will & Emery
Address (line 2) 227 W. Monroe
Address (line 3) Suite 5100
Address (line 4) Chicago, IL 60606

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u>75/300,270</u>			<u>1,969,934</u>	<u>1,999,502</u>	<u>1,980,091</u>
			<u>1,701,482</u>		

Number of Properties

Enter the total number of properties involved.

5

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 140.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

13-0206

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Christine D. Galbraith

Name of Person Signing

Signature

1/14/99

Date Signed

Trademark Assignment

(Application for Registration)

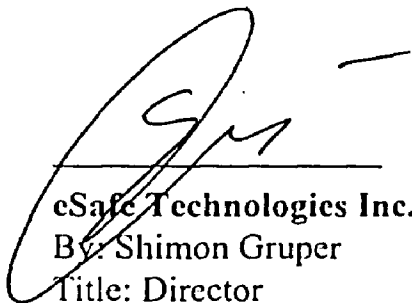
This Trademark Assignment is made of December, 14th, 1998, by **eSafe Technologies Inc.** ("Assignor") to **Aladdin Knowledge Systems Ltd.**, of 15 Beit Oved St., Tel Aviv, Israel ("Assignee");

Assignor has adopted and used in his business a trademark for which he has filed application for registration, eSafe, serial No. 75/300,270, dated May, 29, 1997, in the United States Patent Office,

Now, therefore, for valuable consideration, as set forth in that certain Sale and Purchase of Assets and Shares Agreement, dated December, 8th, 1998, the receipt of which is acknowledged, Assignor hereby assigns to Assignee all of Assignor's interest in the trademark and in the application for registration, eSafe, serial No. 75/300,270 together with the goodwill of the business in connection with such mark is used.

The Commissioner of Patents and Trademarks is requested to issue the certificate of registration of such mark to Assignee.

In witness whereof Assignor has executed this instrument:



eSafe Technologies Inc.
By: Shimon Gruper
Title: Director

Trademark Assignment

(Registered Trademark)

This Trademark Assignment is made of December, 14th, 1998, by **eSafe Technologies Inc.**, (“Assignor”) to **Aladdin Knowledge Systems Ltd.**, of 15 Beit Oved St., Tel Aviv, Israel (“Assignee”);

Assignor has adopted and used in his business a trademark, **MASTERSAFE**, which is registered in the United States Patent Office under No. **1,969,934** , dated **April, 23, 1996**,

Now, therefore, for valuable consideration, as set forth in that certain Sale and Purchase of Assets and Shares Agreement, dated December, 8th, 1998, the receipt of which is acknowledged, Assignor hereby assigns to Assignee his entire interest in the trademark and in the registration thereof, **MASTERSAFE**, No. **1,969,934**, together with the goodwill of the business in connection with such mark is used.

In witness whereof Assignor has executed this instrument:



eSafe Technologies Inc.
By: Shimon Gruper
Title: Director

Trademark Assignment

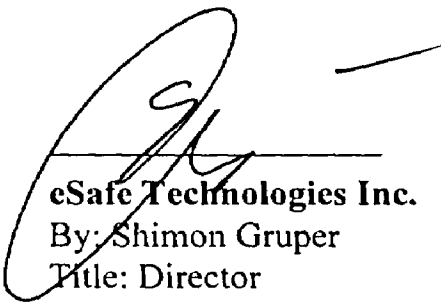
(Registered Trademark)

This Trademark Assignment is made of December, 14th, 1998, by **eSafe Technologies Inc.**, (“Assignor”) to **Aladdin Knowledge Systems Ltd.**, of 15 Beit Oved St., Tel Aviv, Israel (“Assignee”);

Assignor has adopted and used in his business a trademark, **EASY SAFE**, which is registered in the United States Patent Office under No. **1,999,502** , dated **September, 10, 1996**,

Now, therefore, for valuable consideration, as set forth in that certain Sale and Purchase of Assets and Shares Agreement, dated December, 8th, 1998, the receipt of which is acknowledged, Assignor hereby assigns to Assignee his entire interest in the trademark and in the registration thereof, **EASY SAFE**, No. **1,999,502**, together with the goodwill of the business in connection with such mark is used.

In witness whereof Assignor has executed this instrument:



eSafe Technologies Inc.
By: Shimon Gruper
Title: Director

Trademark Assignment

(Registered Trademark)

This Trademark Assignment is made of December, 14th, 1998, by **eSafe Technologies Inc.**, ("Assignor") to **Aladdin Knowledge Systems Ltd.**, of 15 Beit Oved St., Tel Aviv, Israel ("Assignee");

Assignor has adopted and used in his business a trademark, **PCRESC-U**, which is registered in the United States Patent Office under No. **1,980,091**, dated **June, 11, 1996**,

Now, therefore, for valuable consideration, as set forth in that certain Sale and Purchase of Assets and Shares Agreement, dated December, 8th, 1998, the receipt of which is acknowledged, Assignor hereby assigns to Assignee his entire interest in the trademark and in the registration thereof, **PCRESC-U**, No. **1,980,091**, together with the goodwill of the business in connection with such mark is used.

In witness whereof Assignor has executed this instrument:



eSafe Technologies Inc.
By: Shimon Gruper
Title: Director

Trademark Assignment


(Registered Trademark)

This Trademark Assignment is made of December, 14th, 1998, by **eSafe Technologies Inc.**, ("Assignor") to **Aladdin Knowledge Systems Ltd.**, of 15 Beit Oved St., Tel Aviv, Israel ("Assignee");

Assignor has adopted and used in his business a trademark, **VIRUSAFE**, which is registered in the United States Patent Office under No. **1,701,482**, dated **July, 21, 1992**,

Now, therefore, for valuable consideration, as set forth in that certain Sale and Purchase of Assets and Shares Agreement, dated December, 8th, 1998, the receipt of which is acknowledged, Assignor hereby assigns to Assignee his entire interest in the trademark and in the registration thereof, **VIRUSAFE**, No. **1,701,482**, together with the goodwill of the business in connection with such mark is used.

In witness whereof Assignor has executed this instrument:



eSafe Technologies Inc.
By: Shimon Gruper
Title: Director