

01-14-2000

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12.20.99



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

Effective Date  
Month Day Year  
 11  10  99

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
 11  10  99

Name  Innovonics, Inc.

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Arizona

Receiving Party

Mark if additional names of receiving parties attached

Name  Rainbow Technologies, Inc.

DBA/AKA/TA

Composed of

Address (line 1)  50 Technology Drive

Address (line 2)

Address (line 3)  Irvine  California  92618  
City State/Country 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  Delaware

(01/13/2000 DNGUYEN 00000150 012520 75640254)  
01 FC:481 40.00 CH

FOR OFFICE USE ONLY

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 (0651-0027), 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: 002009 FRAME: 0442

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

**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)**

|   |                      |                      |
|---|----------------------|----------------------|
| <input type="text" value="75/640,254"/> | <input type="text"/> | <input type="text"/> |
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**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

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.

Judith A. Yolles  
Name of Person Signing

  
Signature

20 December 1999  
Date Signed

## TRADEMARK ASSIGNMENT

WHEREAS, Innovonics, Inc., an Arizona corporation whose principal offices are located at 21644 North 9th Avenue, Suite 200, Phoenix, Arizona 85027-2824 (hereinafter "ASSIGNOR") has adopted, used, and is using the trademark **IKEY**, the subject of U.S. Patent and Trademark Office Application Serial No. 75/640,254, in connection with "hardware and software for interfacing with a personal computer to permit secure communication of data, and related manuals, programmers' guides and other printed materials" (hereinafter the "Trademark") since at least April 20, 1998; and

WHEREAS, Rainbow Technologies, Inc., a Delaware corporation whose principal offices are located at 50 Technology Drive, Irvine, California 92618 (hereinafter "ASSIGNEE"), is desirous of acquiring the Trademark;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. ASSIGNOR represents and warrants that to the best of its knowledge it is the sole owner of all rights, title and interest in and to the Trademark with respect to the specific goods listed above, and owns the Trademark free and clear of any claim, conflict, encumbrance or right of any other person. ASSIGNOR makes no such representation with respect to the same or similar marks used for other goods and services.

2. ASSIGNOR and its officers and directors agree to indemnify, hold harmless and defend ASSIGNEE and its officers, agents and employees for, from and against, any and all loss, claims, liability, demands, causes of action, or damages including, without limitation, reasonable attorney's fees and disbursements, arising in whole or in part from any misrepresentation or breach of the foregoing warranty in Paragraph No. 1

3. ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors or assigns, all rights, title and interest in and to the Trademark

together with that part of the goodwill of the business connected with use of and symbolized by the Trademark.

4. ASSIGNOR further assigns all rights to damages or profits, due or accrued, arising out of past infringement of the Trademark or injury to said goodwill, and the right to sue for and recover the same in ASSIGNEE's own name.

5. The Trademark is to be held and enjoyed by ASSIGNEE for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would or could be held and enjoyed by ASSIGNOR if this assignment had not been made.

6. Nothing in this agreement shall be construed as a warranty or guaranty by ASSIGNOR that the trademark application (Serial No. 75/650,254) will ever mature into a federal registration.

7. Nothing in this agreement shall be construed as assigning or otherwise transferring any rights in any pending or issued patents, hardware, firmware, software, or documentation owned by the ASSIGNOR.

8. ASSIGNOR further warrants that, upon the request of ASSIGNEE, ASSIGNOR shall execute all papers, make all rightful oaths, and testify on behalf of ASSIGNEE and do all other lawful acts necessary to carry out the intent of this Assignment Agreement, as well as to provide such other assistance, material and/or information as ASSIGNEE may consider necessary.

9. ASSIGNOR agrees that the amount of money paid by ASSIGNEE for assignment of the Mark is strictly confidential, and shall not be disclosed by ASSIGNOR, or by ASSIGNOR's employees or agents, to any third parties, unless permitted in writing by ASSIGNEE, or unless ASSIGNOR is ordered to do so by a court of law. This requirement is perpetual and shall survive performance of the Agreement. ASSIGNOR agrees that any disclosure of the

amount of money paid by ASSIGNEE for assignment of the Mark will cause irreparable harm to ASSIGNEE, for which there is no adequate remedy at law.

9. This Assignment is governed by the contract law of the State of California, without regard to conflicts of laws jurisprudence. Any dispute, legal action or claim related to this Assignment shall be resolved in a court of competent jurisdiction in Orange County, California. By signing this Agreement, LICENSEE consents to venue and personal jurisdiction in Orange County, California.

Signed at PHOENIX AZ, this 10<sup>th</sup> day of NOVEMBER, 1999.

By: [Signature]  
Dereck B. Clark  
President  
Innovonics, Inc.

\_\_\_\_\_  
State of Arizona )  
County of MARICOPA )

ss:

On this 10 day of Nov, 1999, personally appeared Dereck B. Clark, to me known, who, being by me duly sworn, did depose and say that he is an officer of the ASSIGNOR herein and before me executed said instrument of assignment.

[Signature]  
Notary Public

My Commission expires: 9-25-2001

