

10-2-00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10-17-2000

HONORABLE COMMISSIONER OF PATENTS
AND TRADEMARKS
Washington, D.C. 20231



101489732

Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Secure Computing Canada Inc.
(Canadian Corporation)
100 University Avenue, Suite 700
Toronto, Ontario, Canada
M5J 1V6

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

3507017 Canada Inc.
(Canadian Corporation)
6695 Millcreek Drive, Unit 1
Mississauga, Ontario, Canada
L5N 5R8

3. Nature of conveyance:

- | | | | |
|-------------------------------------|--------------------|--------------------------|----------------|
| <input checked="" type="checkbox"/> | Assignment | <input type="checkbox"/> | Merger |
| <input type="checkbox"/> | Security Agreement | <input type="checkbox"/> | Change of Name |
| <input type="checkbox"/> | Other: | | |

Execution Date: June 30, 1998

40E

4. Application number(s) or application date(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Registration No.
2,019,834

B. Registration Date
November 26, 1996

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

Charles N.J. Ruggiero, Esq.
Ohlandt, Greeley, Ruggiero & Perle, L.L.P.
One Landmark Square, 9th Floor
Stamford, Connecticut 06901-2682 U.S.A.

6. Total number of applications and trademarks involved: 1

7. Total Fee (37 C.F.R. 3.41(h)) - \$40.00/assignment.

Enclosed
 Authorized to be charged to deposit account.

The Commissioner is hereby authorized to charge any additional fees under 37 C.F.R. 3.41 that may be required with this communication or credit any overpayment, to Deposit Account No. 01-0467. A duplicate copy of this form is enclosed.

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.

Terrence J. McAllister
Name of Person Signing



Signature

September 28, 2000
Date

Total number of pages including cover sheet, attachments and document: 8

TRADE MARK ASSIGNMENT AGREEMENT

1. The undersigned, Secure Computing Canada Ltd., an Ontario corporation ("Assignor"), the full post office address of whose principal office or place of business is 100 University Avenue, Suite 700, Toronto, Ontario, Canada M5J 1V6, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign and transfer to 3507017 Canada Inc., a Canada corporation ("Assignee"), the full post office address of whose principal office or place of business is 6695 Millcreek Drive, Unit 1, Mississauga, Ontario, Canada L5N 5R8, all of the right, title and interest that Assignor has acquired within the Territory in and to those trademarks, both registered and unregistered, listed in Schedule "A" attached hereto (the "Assigned Trademarks"), along with the goodwill associated with the Assigned Trademarks.

2. For the purposes of this Agreement, the Territory shall include the entire world, excluding the following countries or territories (in alphabetical order):

Bangladesh, Bhutan, Brunei, Burma, Cambodia, China, Fiji, Hong Kong, India, Indonesia, Japan, South Korea, North Korea, Laos, Macao, Malaysia, Maldives, Mongolia, Nepal, Pakistan, Papua New Guinea, Philippines, Sarawak & Sabah, Singapore, Sri Lanka, Taiwan, Thailand, Vietnam.

3. Assignee agrees that the assignment referred to in clause 1 of this Agreement shall be confined exclusively to the Assigned Trade Marks as specifically listed in Schedule "A" hereto, and that without the written consent of Assignor, Assignee shall not in any manner or for any reason use, apply for registration of or register any other trademarks, trade names, business names or domain names (or any colorable imitation thereof) that as of the date hereof have been used, applied for or registered by Assignor anywhere in the World, other than the Assigned Trade Marks;

4. For the sake of clarity, Assignee further agrees that unless Assignee has the written consent of Assignor, Assignee shall not use, apply for registration of or register any trademark, trade name, product name, business name or domain name that is comprised of or contains any of the images listed in Schedule B attached hereto, or that comprises or contains any of the following words:
 - A. Any form of the word SECURE, including but not limited to SECURING, SECUREMENT, SECURABLE, SECURER, SECUREFORT, SECURESUPPORT, SECUREWIRE and SECUREZONE, whether expressed as one word or as two words, other than the word SECURITY.

- B. Any phrase containing the slogans "NOBODY COMES CLOSE" or "SERIOUS SECURITY".
 - C. The term SAFE WORD, whether expressed as one word or as two words.
 - D. Any word or phrase containing both SIDE and WINDER.
 - E. Any word or phrase containing both SMART and FILTER, subject only to the use of the trademark SMARTFILTER by Assignee as a licensee of Assignor in conjunction with the licensing of the SMARTFILTER software product.
 - F. The word SOFTOKEN, or any word or phrase containing both SOFT and TOKEN, or both SOFTWARE and TOKEN.
 - G. The word STRIKE BACK and any word or phrase containing both STRIKE and BACK.
 - H. The words TYPE ENFORCEMENT and any word or phrase containing both TYPE and ENFORCEMENT.
5. Subject to the restrictions outlined in clauses 3 and 4 of this Agreement, Assignee shall have the unrestricted right to use, apply for registration of and register any trademarks, trade names, product names, business names or domain names comprising or containing the word "BORDER" (or any colorable imitation thereof).
6. Assignor agrees that unless Assignor has the written consent of Assignee it shall not, in the Territory, in any manner or for any reason use, apply for registration of or register any trademark, trade name, product name, business name or domain name, whether or not presently existing, that is comprised of or contains the word "BORDER", or any colorable imitation thereof; provided that Assignor shall be entitled to deplete its inventory as of June 30, 1998 of packaging used in connection with products of Assignor other than BorderWare that may contain or display a reference or references to BorderWare.
7. Assignor affirmatively represents and warrants that to the best of Assignor's knowledge and belief as of the date of this Agreement: (a) it owns or controls all of the Assigned Trademarks within the jurisdictions indicated in Schedule "A", and has the full right and authority to assign the Assigned Trademarks to Assignee; (b) the Assigned Trademarks are free and clear of all liens, encumbrances, charges and claims of any nature; (c) there are no active, pending or anticipated claims or litigation involving allegations that use of any of the Assigned Marks infringes the rights of any third party; and (d) there are no active, pending or anticipated attempts to oppose or cancel any of the Assigned Trademarks.

8. (A) WITH THE EXCEPTION OF THE AFFIRMATIVE REPRESENTATIONS AND WARRANTIES CONTAINED IN CLAUSE 7 ABOVE, ASSIGNEE AGREES THAT THE ASSIGNED TRADEMARKS ARE ASSIGNED "AS IS", AND THAT ASSIGNOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED TRADE MARKS.
- (B) ASSIGNOR SHALL NOT BE LIABLE TO ASSIGNEE OR ANY DISTRIBUTOR, LICENSEE OR SUCCESSOR OF ASSIGNEE, FOR ANY ACTIONS, CLAIMS, LOSSES, DAMAGES, JUDGMENTS, REASONABLE LEGAL FEES AND ANY OTHER LIABILITIES, COSTS, AND EXPENSES SUFFERED OR INCURRED IN CONSEQUENCE OF ASSIGNEE'S USE OR ATTEMPTED USE OR FAILED USE OF THE ASSIGNED TRADEMARKS, INCLUDING ANY CLAIMS OF TRADEMARK INFRINGEMENT OR ATTEMPTS BY ASSIGNEE TO OTHERWISE PROTECT THE ASSIGNED TRADEMARKS ANYWHERE IN THE TERRITORY, OTHER THAN IN CONSEQUENCE OF A BREACH BY ASSIGNOR OF THE AFFIRMATIVE REPRESENTATIONS AND WARRANTIES CONTAINED IN PARAGRAPH 7, OR OF ANY OTHER PROMISE OF ASSIGNOR CONTAINED IN THIS AGREEMENT.
- (C) ASSIGNEE UNDERSTANDS AND AGREES THAT ASSIGNOR MAKES NO REPRESENTATIONS, WARRANTIES OR COMMITMENTS WITH REGARD TO THE REGISTRABILITY, PROTECTABILITY AND/OR PRESENCE OR LACK OF CLAIMS OF INFRINGEMENT WITH REGARD TO THE ASSIGNED TRADE MARKS ANYWHERE IN THE WORLD OUTSIDE THE TERRITORY.
9. In the event that Assignee is able, pursuant to Section 3.(C) of the Exclusive Master License Agreement between Assignor and Assignee dated June 30, 1998 (the "License Agreement"), to extend the Territory in respect of which it is entitled to exercise the Licensed Rights (as that term is defined in the License Agreement), then Assignee shall similarly be entitled, without further formality, to extend the Territory in respect of which it is entitled to use the Assigned Trademarks.
10. Assignor agrees that upon request, whether before or after execution of this Agreement, it shall do all such acts, execute all such other documents, and shall cause the doing of all such acts that Assignee may reasonably require to fully and properly carry out and effect the purposes of this Agreement.

11. In the event of breach of this Agreement, the non-breaching party, in addition to any other rights or remedies it may have, will be entitled to recover its costs and reasonable attorney's fees.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement as of this 30th day of June, 1998.

SECURE COMPUTING CANADA LTD.

By: [Signature]

Title: Vice President

3507017 CANADA INC.

By: [Signature]

Title: PRESIDENT & CEO

SCHEDULE "A"**ASSIGNED TRADE MARKS****A. REGISTERED TRADE MARKS & PENDING APPLICATIONS**

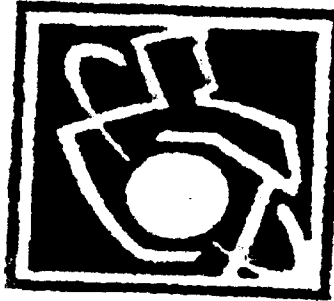
<u>Country</u>	<u>Trade Mark</u>	<u>Status on June 30/98</u>	<u>Applic'n/Reg'n No.</u>
CANADA	BORDERGUARD	Registered	TMA460,526
	BORDERWARE	Registered	TMA460,525
	BORDERWARE FIREWALL SERVER	Registered	TMA460,296
	FIREWALL-SERVER	Registered	TMA460,297
GERMANY	BORDERGUARD	Registered	39,534,020
	BORDERWARE	Pending	
UNITED KINGDOM	BORDERGUARD	Registered	2,030,819
	BORDERWARE	Registered	2,029,928
UNITED STATES	BORDERWARE	Registered	74,642,634

B. REGISTERED INTERNET DOMAIN NAMES

<u>Registry</u>	<u>Domain Name</u>	<u>Status on June 30/98</u>
INTERNIC	BORDER.COM	Active
INTERNIC	BORDERWARE.COM	Active
INTERNIC	BORDER.CO.UK	Active

SCHEDULE "B"

SECURE COMPUTING LOGOS



Trademark Assignment Agreement - Final

TOTAL P.07

TRADEMARK
REEL: 002156 FRAME: 0146

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: **Borderware Technologies Inc.**

Registration No: **2,019,834**

Registration Date: **November 28, 1998**

Mark: **BORDERWARE**

APPOINTMENT OF ATTORNEYS AND DOMESTIC REPRESENTATIVE

Registrant, Borderware Technologies Inc., hereby appoints Charles N.J. Ruggiero, Paul D. Greeley, David N. Korfky and Harry Smith, members of the bars of various states, all of whom are with the law firm of Ohlandt, Greeley, Ruggiero & Paris with offices at One Landmark Square, Stamford, Connecticut 06901, as its attorneys, with full power of substitution, association and revocation to prosecute this application to register, to transact all business in the U.S. Patent and Trademark Office in connection therewith and designates them as its representatives upon whom notices or processes in proceedings affecting the mark may be served.

It is respectfully requested that all correspondence in connection with this registration be directed to Charles N.J. Ruggiero, Ohlandt, Greeley, Ruggiero & Paris, One Landmark Square, 8th floor, Stamford, Connecticut 06901-2852. His telephone number is (203) 327-4500 and his facsimile number (203) 327-8401.

Date: 13 SEPT 2000

Borderware Technologies Inc.

By: [Signature]

Name: JOHN ALSOP

Title: PRESIDENT

10-2-00

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK TRANSMITTAL FORM

Registrant: Borderware Technologies Inc.

Registration No.: 2,019,834

Mark: BORDERWARE

Date of Registration: November 26, 1996

Attorney Docket No.: 531.0060UST

Box ASSIGNMENT
Commissioner of Patents and Trademarks
Washington, D.C. 20231

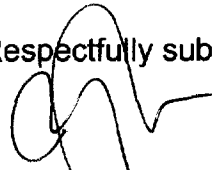
Dear Sir:

We are enclosing:

1. Recordation Form Cover Sheet;
2. Assignment;
3. Appointment of Domestic Representative;
4. Check for \$40.00; and
5. Postcard.

Dated: September 28, 2000

Respectfully submitted,



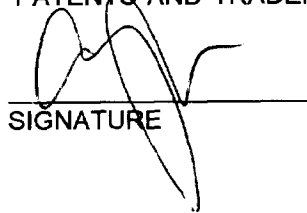
Charles N.J. Ruggiero
Terrence J. McAllister
Ohlandt, Greeley, Ruggiero & Perle, LLP
One Landmark Square, 9th Floor
Stamford, Connecticut 06901-2682
(203) 327-4500

10/16/2000 MTHAI1 00000125 2019834
01 FC:481 40.00 DP

CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE U.S. POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENTS, COMMISSIONER OF PATENTS AND TRADEMARKS, WASHINGTON, D.C. 20231 ON September 28, 2000.

Terrence J. McAllister
NAME OF REGISTERED REP.


SIGNATURE

September 28, 2000
DATE