

10-30-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101889313

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): iDefense, Inc. 10/19/01
Individual(s) Association
General Partnership Limited Partnership
Corporation-State (Virginia)
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: iDefense, Inc.
Internal Address: Glenview at Westfields
Street Address: 14151 Newbrook Drive
City: Chantilly State: VA Zip: 20151
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Delaware
Other
If assignee 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) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 10/10/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/950156; 75/525603; 75/950234; 75/955243; 75/220300
B. Trademark Registration No.(s) 2,425,304
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jessica R. Friedman
Internal Address: Reboyl, MacMurray, Hewitt, Maynard & Kristol
Street Address: 45 Rockefeller Plaza
City: New York State: NY Zip: 10111

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): \$140.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 501655
(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.
Jessica R. Friedman
Name of Person Signing Signature Date 10/16/01
Total number of pages including cover sheet, attachments, and document: 4

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

10/29/2001 DBYRNE 00000178 501655 75950156
82 FC:481 40.00 CH
100.00 CH

TRADEMARK REEL: 002391 FRAME: 0409

**TRADEMARK ASSIGNMENT**

This assignment is made by and between iDefense, Inc., a Virginia corporation (“**Assignor**”) and iDefense, Inc., a Delaware Corporation (“**Assignee**”).

WHEREAS, Assignor is the owner of the following United States registrations and applications:

REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Reg. Date</u>
PROTECTING THE ELECTRONIC ECONOMY	2,425,304	1/31/01

APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
iALERT	75/950,156	2/28/00 (ITU)
iDEFENSE	75/525603	2/27/98 (ITU)
THE POWER OF INTELLIGENCE	75/950,234	2/28/00 (ITU)
iDEFENSE The Power of Intelligence	75/955243	3/7/00 (ITU)
iPOWER	76/220300	3/5/01 (ITU)

WHEREAS, the parties have entered into an asset purchase agreement dated as of August 10, 2001 (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to transfer to Assignee all of Assignor’s right, title and interest in and to the above-listed trademarks (the “**Marks**”) and registrations and applications (collectively, “**Applications**”), and the business to which the Marks pertain;

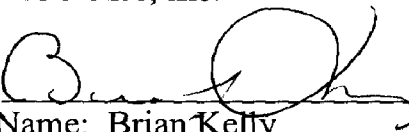
WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign, and Assignee wishes to acquire, Assignor’s entire right, title and interest in and to the Marks and the Applications;

NOW THEREFORE, in accordance with the Asset Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Marks and the Applications and any registrations resulting therefrom, together with the goodwill of the business symbolized by the Marks, and the right to sue for damages and other remedies on account of any infringement of the Marks which may have occurred prior to the date of this Assignment. Assignor further agrees to execute any documents and take any actions that may be required to confirm or perfect Assignee's right, title and interest in the Marks and/or the Applications, including without limitation the filing of security interests.

Effective this 10 day of October, 2001.

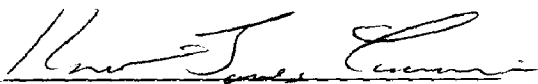
iDefense, Inc.

By: \_\_\_\_\_  
Name: Brian Kelly  
Title: President and Chief Executive Officer

COMMONWEALTH OF VIRGINIA )  
  ) ss.  
COUNTY OF FAIRFAX )

On this 10 day of October, 2001, before me, a Notary Public in and for the County and State aforesaid, personally appeared Brian Kelly, personally known to me and proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as Pres. - CEO or on behalf of the entity therein named, and acknowledged to me that the entity executed it.

Subscribed and sworn to before me  
this 10 day of October, 2001.

\_\_\_\_\_  
Notary Public

*My Commission Expires January 31, 2004*

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