

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	MERGER
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iWitness, Inc.	Vericorp, Inc.	01/17/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Zantaz, Inc.
Street Address:	5671 Gibraltar Drive
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2261500	V
Registration Number:	2267589	VERIMAIL

CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-493-9300
Email:	trademarks@wsgr.com
Correspondent Name:	Annabelle Danielvarda
Address Line 1:	650 Page Mill Road
Address Line 2:	WILSON SONSINI GOODRICH & ROSATI
Address Line 4:	Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	19080.900
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NAME OF SUBMITTER:	Eva Franko
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Total Attachments: 4
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), is made and entered into as of January 17, 2003, by and among Zantaz, a California corporation with a principal place of business at 5671 Gibraltar Drive, Pleasanton, CA 94588 (the "Buyer"), and iWitness, Inc., a Delaware corporation with a principal place of business at 2995 Wilderness Place, Suite 1 SE, Boulder, CO 80301 ("Seller").

RECITAL:

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the assets relating to the business of Seller, in exchange for [REDACTED] and the other consideration set forth below.

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

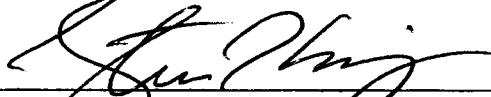
DEFINITIONS

1.1 Capitalized Terms. The following capitalized terms shall have the meanings set forth below:

- (a) "Acquired Assets" shall have the meaning set forth in Section 2.1.
- (b) "Actions or Proceedings" shall have the meaning set forth in Section 2.6(b).
- (c) "Agreement" means this Asset Purchase Agreement and all exhibits and schedules hereto.
- (d) "Asset Acquisition Statement" shall have the meaning set forth in Section 2.9.
- (e) "Assumed Liabilities" shall have the meaning set forth in Section 2.7.
- (f) "Balance Sheet Date" shall have the meaning set forth in Section 6.19.
- (g) "Benefits Liabilities" means, with respect to any Employee Plan, any and all claims, debts, liabilities, commitment and obligations, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, known or unknown, whenever or however arising, including all costs and expenses relating thereto, and including those debts, liabilities and obligations arising under law, rule, regulation, permits, action or proceeding before any Governmental Entity, order or consent decree or any award of any arbitrator of any kind, and those arising under any Employee Contract.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

ZANTAZ, INC.

By:  _____

Name: Steven King

Title: President and Chief Executive Officer

IWITNESS, INC.

By: _____

Name: Francis Lambert

Title: President

ESCROW AGENT

By: _____

Name: _____

Title: _____

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ESCROW AGENT

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By: _____

Name: Steven King

Title: President and Chief Executive Officer

IWITNESS, INC.

By: _____

Name: Francis Lambert

Title: President

ESCROW AGENT

By: *Ann Gadsby*

Name: ANN GADSBY

Title: VICE PRESIDENT