

09-30-2003



102562280

COVER SHEET

Docket No.:

ONLY

9-26-03

Tab settings

To the Director of the United States Patent and Trademark Office; Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

iDefense, Inc.

2003 SEP 26 AM 9:44

FINANCE SECTION

- Individual(s)
- General Partnership
- Corporation-State Virginia
- Other

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: October 10, 2001

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

Name: iDefense, Inc.

Internal Address: Suite 210

Street Address: 1875 Campus Commons Drive

City: Reston State: VA ZIP: 20191

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,572,297  
2,425,304  
2,472,427

Additional numbers  Yes  No

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

Name: Janet P. Peyton, Esquire

Internal Address: McGuire Woods LLP

09/29/2003 LMUELLER 00000032 2572297

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP

Street Address: One James Center, 901 East Cary Street

City: Richmond State: VA ZIP: 23219

6. Total number of applications and registrations involved:.....

3

7. Total fee (37 CFR 3.41):.....\$ 120.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

Repln. Ref: 09/29/2003 LMUELLER 0007433700  
DA#:130437 Name/Number:2572297  
FC: 9204 \$30.00 CR

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.

Janet P. Peyton, Esquire

Name of Person Signing

Signature

September 25, 2003

Date

Total number of pages including cover sheet, attachments, and

16

BILL OF SALE, ASSIGNMENT  
AND ASSUMPTION AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of October 10, 2001 between IDEFENSE, INC., a Virginia corporation (the "Seller"), and IDEFENSE, INC., a Delaware corporation (the "Buyer") and a wholly-owned subsidiary of e-Capital Investments Plc ("e-Capital"). Capitalized terms used and not otherwise defined herein or in the Schedules hereto have the meanings given such terms in the Asset Purchase Agreement referred to below.

WHEREAS, e-Capital and the Seller are parties to an asset purchase agreement dated as of August 10, 2001 (the "Asset Purchase Agreement"), pursuant to which the Seller agreed to sell to e-Capital (or one or more subsidiaries of e-Capital), and e-Capital agreed to purchase (or to cause one or more of its subsidiaries to purchase) from the Seller, certain specified assets of the Seller, subject to e-Capital's (or such subsidiaries') assumption of certain specified liabilities of the Seller, all on the terms and conditions set forth therein;

WHEREAS, e-Capital has designated the Buyer as the entity which shall purchase such assets and assume such liabilities; and

WHEREAS, this Agreement is being executed and delivered in order to effect such transfer, assignment and assumption.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer and Assignment of Assets. The Seller does hereby sell, convey, transfer, assign and deliver unto the Buyer and its successors and assigns, (a) all of the assets and properties of the Seller set forth on Schedule 1(a) and (b) all of the contracts set forth on Schedule 1(b) (collectively, the "Assumed Contracts"), in each case free and clear of all Liens.
2. Assumption of Liabilities. The Buyer hereby assumes and agrees to pay, perform and discharge when due, all liabilities and obligations arising under or relating to the Assumed Contracts.
3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws provisions.
5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

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

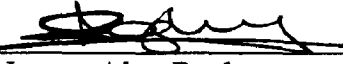
THE SELLER:

iDEFENSE, INC.

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

THE BUYER:

iDEFENSE, INC.

By   
Name: Alex Pegley  
Title: Director

## **Schedule 1(a)**

### **Assets and Properties**

- (a) all tangible personal property, inventories, office equipment, supplies, fixtures, fittings, computer equipment, vehicles, furniture and office furnishings, wherever situated, owned by the Seller;
- (b) all Intellectual Property used in or necessary to the conduct of the Business;
- (c) one hundred percent (100%) of the Transferred Accounts Receivable as at the Closing Date and fifty percent (50%) of the Shared Accounts Receivable as at the Closing Date;
- (d) all existing editorial material, editorial material archives, work-in-process, manuscripts, unpublished articles, photographs, artwork, graphic depictions, cuts, negatives, printing plates, engravings, stencils and films, stationery, forms, labels, direct mail materials and similar supplies owned by the Business together with all permissions, consents, releases, waivers and licenses in favor of the Seller relating thereto;
- (e) all existing files, records and lists of the Seller containing (i) the names, addresses and e-mail addresses of current and prospective subscribers to the Seller's services and all other customers of the Business, including, without limitation, mailing lists, contact lists or other lists rented to other persons and all other lists to the extent utilized primarily in connection with or generated by the Seller or its website, and (ii) circulation records and circulation audit reports for the Business;
- (f) all technical documentation, materials and guidelines, brochures, sales literature, promotional material and other selling material relating to, used in, or necessary to the Seller's conduct of the Business;
- (g) all papers, documents, instruments, books and records, files, agreements, books of account and other records by which the Assets might be identified or enforced, or otherwise pertaining to the Assets or the Business that are located at the offices or other locations used in connection with the Assets or the Business (including, without limitation, customer invoices, vendor and supplier lists, drafts and other documents and materials relating to customer transactions);
- (h) all permits, licenses, franchises, approvals and authorizations issued by governmental or regulatory authorities or bodies relating to the Business, but only to the extent that their transfer is permitted by law;
- (i) all goodwill relating to the Assets and the Business; and
- (j) all rights to payment, causes of action, claims and rights of recovery of the Seller originating or resulting from or arising in connection with any of the Assets, except to the extent any such rights are related to Excluded Assets.

{00537840.DOC Ver: 2}

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division**

**IN RE:** )  
 )  
**DEFENSE, INC.,** ) **Case No. 01-80985**  
 ) **(Chapter 11)**  
**Debtor in Possession.** )

**ORDER APPROVING SALE OF ASSETS AND  
ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS**

This matter came before the Court on the Motion of the Debtor for approval of the sale of the Debtor's assets free and clear of all liens, claims and encumbrances, pursuant to Bankruptcy Code Section 363(f), and for approval of the assumption and assignment of executory contracts, pursuant to Bankruptcy Code Section 365.

And the Court found in its Order of September 18, 2001, that the Debtor has articulated a sound business purpose for the sale of substantially all of its assets pursuant to 11 U.S.C. 363(b), and for the assumption and assignment of certain executory contracts under 11 U.S. C. 365, that proper and sufficient notice has been given to all parties in interest, that the sale is proposed in good faith, and that the proposed consideration in the e-Capital Asset Purchase Agreement is fair and adequate. And, for the reasons stated from the bench, the Court approved the Asset Purchase Agreement dated as of August 10, 2001, as amended by the First Amendment (together, the "Asset Purchase Agreement"), and overruled the Objections of CMGI/Tallan and Ochsner, et al., to the Motion.

And the Court further finds that good and sufficient notice was given to all creditors, parties in interest and other persons to whom such notice is required under the Bankruptcy Code, the Bankruptcy Rules and the Rules of this Court, that the Debtor has advertised the sale in

TYSO01:9154657v10|G2714-000002|10102101

**TRADEMARK  
REEL: 002833 FRAME: 0704**

accordance with the September 18<sup>th</sup> Order, that e-Capital was the only party to express interest in the purchase of the Debtor's assets, that e-Capital's credit bid was accepted by the Debtor, and that e-Capital is found to be a good faith purchaser under Bankruptcy Code Section 363(m).

NOW, THEREFORE, it is hereby ORDERED as follows:

1. The Court incorporates the above findings in its Order, including the finding that e-Capital (or its designated subsidiary) is a good faith purchaser under Section 363(m) of the Bankruptcy Code. The Debtor is authorized and directed to close the sale of its Assets (as that term is described in the Asset Purchase Agreement), specifically including but not limited to the technology and software which was the subject of the CMGI Solutions, Inc. Master Services Agreement and Amendment No. 1 known as iPOWER and iALERT ("the CMGI Software"), pursuant to the terms and conditions of the Asset Purchase Agreement, free and clear of all liens, claims and encumbrances pursuant to Bankruptcy Code Section 363(f).

2. The executory contracts described as: (a) the Software Licenses (and only the Software Licenses) listed on Schedules 1.01(a)(ii) and 3.01(f)(ii) of the Asset Purchase Agreement; (b) the Customer Contracts and Channel Agreements (and only the Customer Contracts and Channel Agreements) listed on Schedules 3.01(g) and 1.01(a)(ii) of the Asset Purchase Agreement; and (c) the iDEFENSE Japan Letter of Intent and Standstill agreement (8/1/2000), the iDEFENSE Japan Memorandum of Understanding (11/10/2000), and the iDEFENSE Japan Letter of Interim License Agreement (3/30/2000); shall collectively be described as the Assumed Executory Contracts. The Assumed Executory Contracts are hereby assumed by the Debtor, and are assigned to e-Capital, subject only to the following cure payment:

\* Verity, Inc. \$28,331 Cure Amount

3. The Court further finds that the Debtor no longer has any debtor in possession financing in place, and that an immediate closing on the sale of the assets and the assumption and assignment of the Assumed Executory Contracts is necessary to prevent irreparable harm to the bankruptcy estate and to the purchaser. It is therefore ORDERED the ten (10) day stays of Orders under Bankruptcy Rules 6004(g) and 6006(d) are hereby waived.

Dated: October 9, 2001

signed Robert G. Mayer  
United States Bankruptcy Judge

**We Ask for This:**

**Miles & Stockbridge P.C.**  
1751 Pinnacle Drive  
Suite 500  
McLean, VA 22102  
(703) 610-8664

By: /s/ Brian F. Kenney  
Brian F. Kenney (VSB# 23199)  
Counsel for the Debtor in Possession

McGuireWoods LLP  
One James Center  
901 East Cary Street  
Richmond, VA 23219-4030  
Phone: 804.775.1000  
Fax: 804.775.1061  
www.mcguirewoods.com

# McGUIREWOODS

JANET P. PEYTON  
Direct Dial: (804) 775-1166  
Direct Fax: (804) 698-2230  
jpeyton@mcguirewoods.com

August 28, 2003

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P. O. Box 1450  
Alexandria, VA 22313-1450

## RECORDATION OF MERGER OF REGISTRANT

**Prior Registrant: Infrastructure Defense, Inc.**

**Present Registrant: iDefense Inc.**

Mark	Registration No.	MW Reference No.
IALERT	2,572,297	2035062-0005
PROTECTING THE ELECTRONIC ECONOMY	2,425,304	2035062-0011
THE POWER OF INTELLIGENCE	2,472,427	2035062-0012

To Whom It May Concern:

Attached hereto please find: (i) a completed Recordation Form Cover Sheet; (ii) a Certificate of Merger evidencing the merger of Infrastructure Defense, Inc., a Delaware corporation, with and into iD Acquisition Corporation, a Virginia corporation; (iii) a Certificate of Merger evidencing the merger of iD Acquisition Corporation, a Virginia corporation, with and into iDefense, Inc., a Virginia corporation, and (iv) a check in the amount of \$90.00 in satisfaction of the fee associated with recording this merger for the above-referenced marks under 37 C.F.R. §2.6(b)(6)(i) and (ii). Please charge our Deposit Account No. 13-0437 for any additional fees that may be required or credit our account for any overpayment.

Please contact me if you have any questions regarding this matter or if you require any

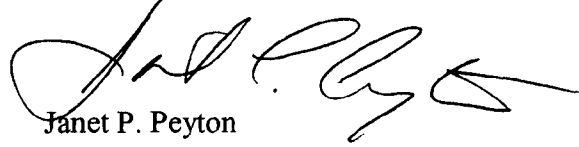
TRADEMARK  
REEL: 002833 FRAME: 0707



Director of the United States Patent and Trademark Office  
August 28, 2003  
Page 2

additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Janet P. Peyton', written in a cursive style.

Janet P. Peyton

jpp/ro

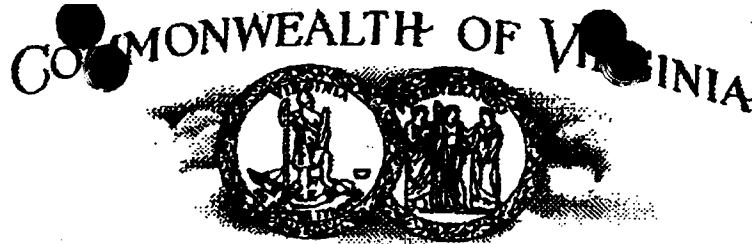
enclosures

cc: Mr. Phillip M. Parsons (w/enclosures)  
Clive O' Grady, Esquire (w/enclosures)

CLINTON MILLER  
CHAIRMAN

THEODORE V. MORRISON, JR.  
COMMISSIONER

HULLIHEN WILLIAMS MOORE  
COMMISSIONER



JOEL H. PECK  
CLERK OF THE COMMISSION  
P.O. BOX 1197  
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION

June 6, 2001

AMY D KRAMER  
MCGUIRE WOODS  
ONE JAMES CENTER 901 EAST CARY ST  
CALL FOR PICKUP \*\*775 7821  
RICHMOND

RE: ID Acquisition Corporation  
ID: 0559256 - 3  
DCN: 01-06-06-0604

Dear Customer:

This is your receipt for \$25.00 covering the fees for filing articles of merger with this office.

The effective date of the certificate of merger is June 6, 2001.

Non-surviving entities:

Infrastructure Defense, Inc.

are merged into ID Acquisition Corporation.

If you have any questions, please call (804) 371-9733.

Sincerely,

Joel H. Peck  
Clerk of the Commission

MERGACPT  
CIS0317

TYLER BUILDING, 1300 EAST MAIN STREET, RICHMOND, VA 23219-3630 TELECOMMUNICATIONS DEVICE FOR THE DEAF-TDD/VOICE: (804) 371-6206

TRADEMARK  
REEL: 002833 FRAME: 0709

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

June 6, 2001

The State Corporation Commission finds the accompanying articles submitted on behalf of

**ID Acquisition Corporation**

to comply with the requirements of law. Therefore, it is ORDERED that this

**CERTIFICATE OF MERGER**

be issued and admitted to record with the articles in the office of the Clerk of the Commission. Each of the following:

Infrastructure Defense, Inc.

is merged into ID Acquisition Corporation, which continues to exist under the laws of VIRGINIA with the name ID Acquisition Corporation. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on June 6, 2001.

STATE CORPORATION COMMISSION

By



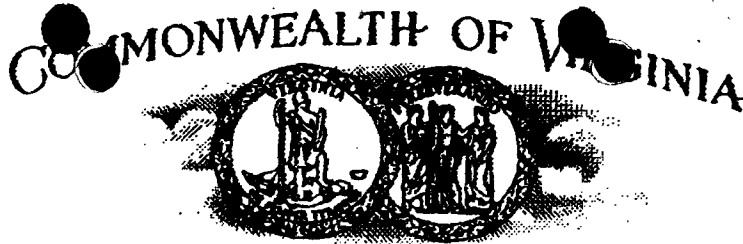
Commissioner

MERGACPT  
CIS0317  
01-06-06-0604

CLINTON MILLER  
CHAIRMAN

THEODORE V. MORRISON, JR.  
COMMISSIONER

HULLIHEN WILLIAMS MOORE  
COMMISSIONER



JOEL H. PECK  
CLERK OF THE COMMISSION  
P.O. BOX 1197  
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION

June 6, 2001

AMY D KRAMER  
MCGUIREWOODS  
ONE JAMES CENTER 901 EAST CARY ST  
\*\*\*CALL FOR PICKUP 775 7821  
RICHMOND, VA 23219-4030

RE: IDEFENSE, Inc.  
ID: 0559255 - 5  
DCN: 01-06-07-0607

Dear Customer:

This is your receipt for \$25.00 covering the fees for filing articles of merger with this office.

The effective date of the certificate of merger is June 6, 2001.

Non-surviving entities:

iD Acquisition Corporation

are merged into IDEFENSE, Inc..

If you have any questions, please call (804) 371-9733.

Sincerely,

A handwritten signature in cursive script that reads 'Joel H. Peck'.

Joel H. Peck  
Clerk of the Commission

MERGACPT  
CIS0317

TYLER BUILDING, 1300 EAST MAIN STREET, RICHMOND, VA 23219-3630 TELECOMMUNICATIONS DEVICE FOR THE DEAF-TDD/VOICE: (804) 371-9206

TRADEMARK  
REEL: 002833 FRAME: 0711

**COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION**

June 6, 2001

The State Corporation Commission finds the accompanying articles submitted on behalf of

**IDEFENSE, Inc.**

to comply with the requirements of law. Therefore, it is ORDERED that this

**CERTIFICATE OF MERGER**

be issued and admitted to record with the articles in the office of the Clerk of the Commission.  
Each of the following:

iD Acquisition Corporation

is merged into iDEFENSE, Inc., which continues to exist under the laws of VIRGINIA with the name iDEFENSE, Inc.. The existence of each non-surviving entity ceases, according to the plan of merger.

The certificate is effective on June 6, 2001.

STATE CORPORATION COMMISSION

By



Commissioner

MERGACPT  
CIS0317  
01-06-07-0607

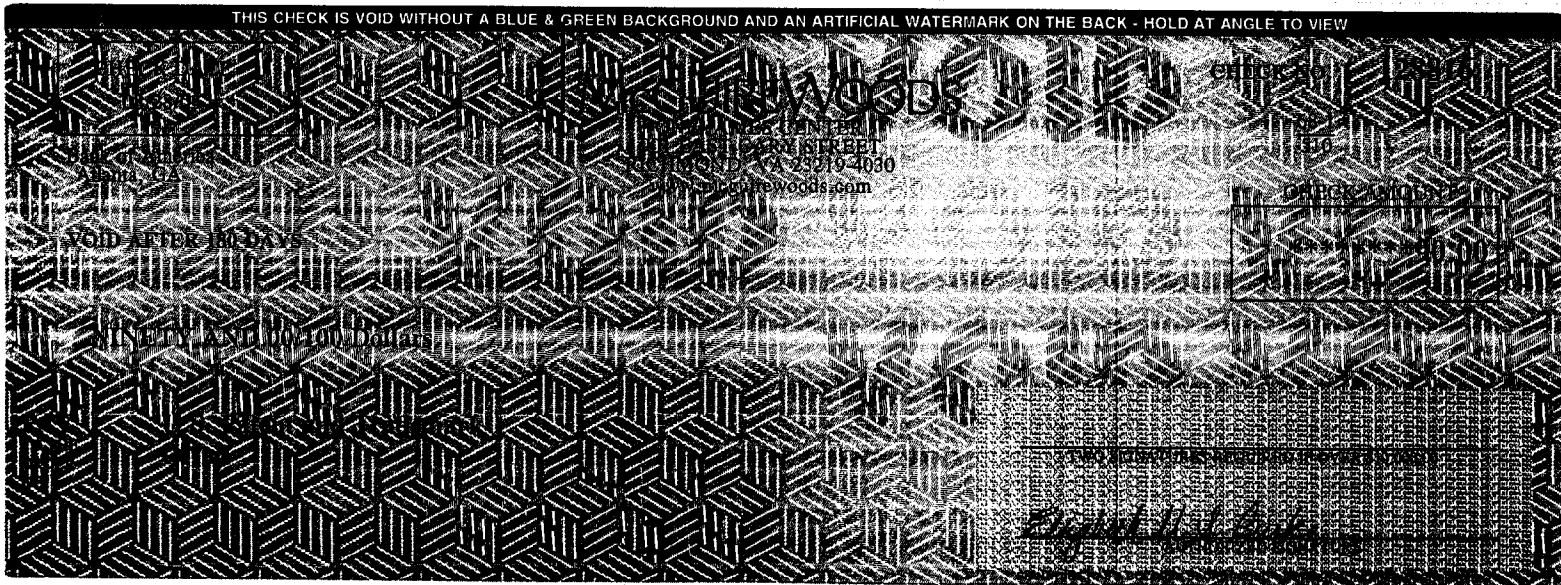
REWOODS LLP

VENDOR: USPAT

CHECK NO.: 128816

REF. #	INV. #	DATE	INVOICE AMOUNT	INVOICE DESCRIPTION	AMOUNT PAID
69952	082803C	08-28-03	90.00	Return check to Kymberleigh Gokey- Richmond Office- 5th Floor	90.00

Total Amount of Check: 90.00



⑈ 128816 ⑈

⑆061112788⑆ 003299809972⑈

TRADEMARK

REEL: 002833 FRAME: 0713

McGuireWoods LLP  
One James Center  
901 East Cary Street  
Richmond, VA 23219-4030  
Phone: 804.775.1000  
Fax: 804.775.1061  
www.mcguirewoods.com

# McGUIREWOODS

JANET P. PEYTON  
Direct Dial: (804) 775-1166  
Direct Fax: (804) 698-2230  
jpeyton@mcguirewoods.com

September 25, 2003

Mail Stop Assignment Recordation Services  
Director of the United States Patent and Trademark Office  
P. O. Box 1450  
Alexandria, VA 22313-1450

## RECORDATION OF ASSIGNMENT OF TRADEMARK

**Assignor: iDefense, Inc., a Virginia corporation**

**Assignee: iDefense, Inc., a Delaware corporation**

Mark	Registration No.	MW Reference No.
IALERT	2,572,297	2035062-0005
PROTECTING THE ELECTRONIC ECONOMY	2,425,304	2035062-0011
THE POWER OF INTELLIGENCE	2,472,427	2035062-0012

To Whom It May Concern:

Enclosed please find: (i) a completed Recordation Form Cover Sheet; (ii) a true copy of the Bill of Sale, Assignment and Assumption Agreement dated October 10, 2001 between the Assignor, iDefense, Inc., a Virginia corporation, to iDefense, Inc., a Delaware corporation, which Assignment effectively transfers ownership of three above-referenced federally registered trademarks; (iii) a Recordation of Merger of Registrant that was submitted before the U.S. PTO Assignment Recordation Services on August 28, 2003; and (iv) a check in the amount of \$120.00 in satisfaction of the fee associated with recording this Assignment for the referenced mark. Please charge our Deposit Account No. 13-0437 for any additional fees that may be required or credit our account for any overpayment.

Please contact me if you have any questions regarding this matter or if you require any additional information.

Sincerely,



Janet P. Peyton

Enclosures

cc: Mr. Phillip M. Parsons (w/enclosures)  
Clive R.G. O'Grady, Esquire (w/enclosures)

TRADEMARK  
REEL: 002833 FRAME: 0714

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Docket No.:  
**2035062-0005, -0011 and -0012**

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Infrastructure Defense, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **Delaware**  
 Other \_\_\_\_\_

Additional names(s) of conveying party(ies)       Yes  No

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

Name: **iDefense, Inc.**

Internal Address: **Suite 210**

Street Address: **1875 Campus Commons Drive**

City: **Reston**                      State: **VA**      ZIP: **20191**

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State **Virginia**  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is                       Yes  N  
(Designations must be a separate document from  
Additional name(s) & address(es)                       Yes  N

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: **June 6, 2001**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	<b>2,572,297</b> <b>2,425,304</b> <b>2,472,427</b>
Additional numbers	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

Name: **Janet P. Peyton, Esquire**

Internal Address: **McGuireWoods LLP**

Street Address: **One James Center, 901 East Cary Street**

City: **Richmond**                      State: **VA**      ZIP: **23219-**

6. Total number of applications and registrations involved:..... 3

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

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.*

**Janet P. Peyton, Esquire**                      *Janet P. Peyton*                      **August 28, 2003**  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and