

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True North Solutions, Inc.		06/25/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	True North Solutions, Inc.
Street Address:	13454 Sunrise Valley Dr., Suite 130
City:	Herndon
State/Country:	VIRGINIA
Postal Code:	20171
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76347843	TRUEGATE

CORRESPONDENCE DATA	
Fax Number:	(703)793-1461
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-793-1440
Email:	sbrooks@truenorthsolutions.net
Correspondent Name:	Stacy Brooks
Address Line 1:	13454 Sunrise Valley Dr., Suite 130
Address Line 4:	Herndon, VIRGINIA 20171

NAME OF SUBMITTER:	Stacy Brooks
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Total Attachments: 3 source=Assignment and Assumption_1_0001#page1.tif source=Assignment and Assumption_2_0001#page1.tif source=Assignment and Assumption_3_0001#page1.tif
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OP \$40.00 76347843

**ASSIGNMENT AND ASSUMPTION
OF INTELLECTUAL PROPERTY AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (the "Agreement") is made as of the 17th day of August, 2002, by and between True North Solutions, Inc., a Delaware corporation (the "Assignor"), and Transdominion Technologies., a Delaware corporation (the "Assignee").

PREMISES

WHEREAS, the Assignor has developed and protected intellectual property in the form of patents, trademarks, proprietary software, know-how, and trade secrets specifically listed on Exhibit A hereto (the "Intellectual Property"); and

WHEREAS, the Assignee wishes to purchase the Intellectual Property.

AGREEMENTS

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

1. Assignment. In exchange for one dollar (\$1.00) from the Assignee, the Assignor hereby irrevocably sells, grants, conveys, assigns and sets over to Assignee, its successors and assigns, without any reservation of rights, all of its right, title and interest (including, but not limited to, common law rights) in and to all of the Intellectual Property, including only:

a. Proprietary Software. The proprietary computer programs developed by the Assignor (the "Proprietary Software"), and all prior and present versions or releases thereof and all work-in-progress, including all Object Code, Source Code, related system and user documentation, including all comments and any procedural code for the Proprietary Software, and derivative works thereof specifically set forth on Exhibit A. This grant shall include all patent rights and all copyrights in and to the Proprietary Software in the United States and any other country, and any renewals, extensions and registrations thereof, including the copyright registrations and patents listed in Exhibit A hereto, and all actions and causes of action and rights to damages and profits, due or accrued, relating to the foregoing, and the right to obtain registrations and letters patent anywhere in the sole name of Assignee, its successors or assignees.

b. Other Copyrights and Patent Rights. Those works of authorship owned by Assignor determined under United States copyright law, and the patentable inventions, discoveries, concepts, ideas, information and improvements owned or conceived by Assignor, listed in Exhibit A hereto, and any renewals and extensions thereof, in the United States and any other country, and all actions and causes of action and rights to damages and profits, due or accrued, relating to the foregoing.

c. Trademarks. The United States or foreign trademarks, service marks, trade names, logos, brand names and other name designations (the "Marks") set forth on Exhibit

A hereto, together with the goodwill of the business symbolized by said Marks, and any applications and registrations therefor listed in Exhibit A.

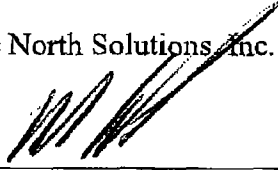
d. Trade secrets, Technology and Other Rights. All United States or foreign technology, concepts, designs, know-how, processes, trade secrets, materials of manufacture, proprietary data, test results, formulae, methods of doing business, compilations of information, marketing, research, development data and other proprietary information, whether or not registered or embodied in a tangible medium, and any applications and registrations for the same, in each case that is owned or licensed by Assignor specifically related to the Intellectual Property.

e. Moral Rights. All moral rights that may derive now or in the future in the United States and any other country from any copyrighted works included in the Intellectual Property, the rights to which are herein sold to Assignee, are hereby waived by Assignor, and shall not be enforced by Assignor against any third party unless requested by Assignee.

2. Assumption. From and after the date hereof, the Assignee hereby assumes all of the right, title and interest (including, but not limited to, common law rights) in and to all the Intellectual Property.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

True North Solutions, Inc.


By: _____
Its: PRESIDENT + COO

Transdominion Technologies, Inc.



By: _____
Its: Chairman & CEO

EXHIBIT A

All intellectual property and information associated with the Assignor's "TransDominion" line of business that is confidential, proprietary, or of trade secret nature, including but not limited to computer hardware and software technologies, systems, and processes, as well as other financial, business, and technical information, marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, and know-how of the Assignor related thereto, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. TransDominion has developed and owns a process for making streamlined operating systems for software applications. The process builds custom operating systems from the latest available open-source source code, as well as proprietary TransDominion add-ons. Each version is custom tailored around the needs of the software application, so that performance, stability, and security are maximized for that application. Remote upgrade functionality is included in the system, so that the system can stay current with the latest versions with minimal administrator effort. This process also helps to determine what hardware is most appropriate for the software and operating system. Combined, this creates a true application appliance (combination of the Software Application, Operating System, and Hardware), with streamlined time-to-market, and maximized performance on any given hardware. All of these reduce the costs of the final product, simplify development life-cycles, and provide stability and security unmatched by off-the-shelf operating systems.

All designs and configurations of the TrueGate product(s) known as TG-114, TG-23, TG-27, & TG-56

The mark "TRUEGATE" that the Assignor currently owns and is registered with the United States Patent and Trademark office - Registration Number 2738549.