

FORM PTO-1594 (Modified)
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):

Baltimore Technologies, plc

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

beTRUSTed US, Inc.
275 Madison Ave.
Suite 1201
New York, NY 10016

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

Execution Date: October 15, 2004

Effective Date: October 15, 2004

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

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

N/A
(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s):

2261840

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

Matthew J. Scott
Attn: TMSU
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue N.W.
Washington, D.C. 20004

Telephone: 212-609-7038
Facsimile: 202-739-3001
E-Mail: mscott@morganlewis.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 C.F.R. § 3.41) \$ 40.00

- Check enclosed.
- Authorized to charge fee and any overpayments/deficiencies to deposit account.

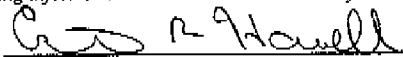
8. Deposit account number:

13-4520

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.

Catherine R. Howell, Paralegal
Name of Person Signing


Signature

October 21, 2004
Date

Total number of pages including cover sheet, attachments and document: 4

CH \$40.00 134520 2261840

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of October 15, 2004 (this "Assignment") between Baltimore Technologies plc, a corporation organized under the laws of the United Kingdom (the "Assignor"), and beTRUSTed US, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement between and among Assignor, beTRUSTed Holdings, Inc. ("Holdings") and Baltimore Technologies Limited dated as of September 19, 2003 (the "APA"), Assignor has agreed to assign all right, title and interest in and to the marks listed on attached Schedule A, together with the goodwill associated therewith (the "Marks");

WHEREAS, beTRUSTed US, Inc. is a subsidiary of Holdings and has been designated by Holdings as the Assignee hereunder; and

WHEREAS, Assignee desires to acquire the Marks.

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

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at a future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

BALTIMORE TECHNOLOGIES PLC

By: [Signature]
Name: Tim Lovell
Title: Director

ACCEPTED:

BETRUSTED US, INC.

By: [Signature]
Name: Michael J. [unclear]
Title: General Counsel

Signature page to Trademark Assignment

SCHEDULE A

Jurisdiction	Trademark	Reg. No. Ser. No.
Canada	Formsecure	TMA548,918
Canada	Unicert	TMA550,383
CTM	Cryptolayer	379503
United Kingdom	Cryptolayer	2104947
United Kingdom	Formsecure	2193900
United Kingdom	Unicert	2193903
United States	Cryptolayer	2261840