

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

<p>1. Name of conveying party(ies):</p> <p>Baltimore Technologies Limited</p>	<p>2. Name and address of receiving party(ies):</p> <p>beTRUSTed US, Inc. 275 Madison Ave. Suite 1201 New York, NY 10016</p>
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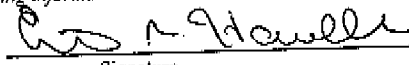
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: <u>October 15, 2004</u> Effective Date: <u>October 15, 2004</u></p>	<p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>N/A (Designations must be a separate document from Assignment)</p>
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<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):</p> <p>75/856142 75/834445 76/136212 76/109750</p>	<p>B. Trademark Registration No.(s):</p> <table border="0"> <tr> <td>2201764</td> <td>2139469</td> <td>2665010</td> </tr> <tr> <td>2700711</td> <td>2724547</td> <td>2554759</td> </tr> <tr> <td>2689653</td> <td>2641612</td> <td>2676238</td> </tr> <tr> <td>2186469</td> <td></td> <td></td> </tr> </table>	2201764	2139469	2665010	2700711	2724547	2554759	2689653	2641612	2676238	2186469		
2201764	2139469	2665010											
2700711	2724547	2554759											
2689653	2641612	2676238											
2186469													

<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Matthew J. Scott Attn: TMSU Morgan, Lewis & Bockius LLP 1111 Pennsylvania Avenue N.W. Washington, D.C. 20004</p> <p>Telephone: 212-609-7038 Facsimile: 202-739-3001 E-Mail: mscott@morganlewis.com</p>	<p>6. Total number of applications and registrations involved: 14</p> <p>7. Total fee (37 C.F.R. § 3.41) \$ <u>365.00</u></p> <p><input type="checkbox"/> Check enclosed. <input checked="" type="checkbox"/> Authorized to charge fee and any overpayments/deficiencies to deposit account.</p> <p>8. Deposit account number: 13-4520</p>
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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.

<p><u>Catherine R. Howell, Paralegal</u> Name of Person Signing</p>	<p> Signature</p>	<p><u>October 21, 2004</u> Date</p>
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Total number of pages including cover sheet, attachments and document: **6**

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of October 15, 2004 (this "Assignment") between Baltimore Technologies Limited, a corporation organized under the laws of Ireland (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 plc 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 LIMITED

By: [Signature]
Name: TIM LOVELL
Title: DIRECTOR

ACCEPTED:

BETRUSTED US, INC.

By: [Signature]
Name: Linda Boyd
Title: General Counsel

Signature page to Trademark Assignment

SCHEDULE A

Jurisdiction	Trademark	Reg. No.	Ser. No.
Australia	Formsecure	809566	
Australia	Unicert	809569	
Australia	Keytools	851960	
Australia	Trusted World	818346	
Australia	Telepathy	846253	
Australia	X/Secure	849617	
Canada	Keytools	TMA592389	
Canada	Trusted World	TMA559826	
Canada	Telepathy	TMA608655	
Canada	X/Secure	TMA581838	
China	Formsecure	2018482	
China	Keytools	1696926	
China	Keytools	1718298	
China	Trusted World	1535932	
China	Trusted World	1535866	
China	Trusted World	1599922	
China	Telepathy	122624	
China	Telepathy	1644753	
China	Unicert	1553672	
China	Unicert	1634597	
China	Websecure	990014555	
China	X/Secure	1696925	
CTM	E-Security	1191618	
CTM	Formsecure	1191659	
CTM	Global E-Security	2520617	
CTM	Unicert	1191766	
CTM	Keytools	1913433	
CTM	Trusted World	1433226	
CTM	Telepathy	1084954	
CTM	W/Secure	1309772	
CTM	Websecure	1408293	
CTM	X/Secure	1546407	
Hong Kong	Formsecure	B16571/00	
Hong Kong	Formsecure	12618/00	
Hong Kong	Unicert	B07946/2001	
Hong Kong	Unicert	B03702/2001	
Hong Kong	Keytools and Double Key Logo	03/05086	
Hong Kong	Keytools and Double	03/05085	

Jurisdiction	Trademark	Reg. No. / Ser. No.
	Key Logo	
Hong Kong	Trusted World	B07987/2001
Hong Kong	Trusted World	B07986/2001
Hong Kong	Trusted World	B07985/2001
Hong Kong	Telepathy	08575/2001
Hong Kong	Telepathy	08574/2001
Hong Kong	Websecure and Double Key Logo	2961/2003
Hong Kong	Websecure and Double Key Logo	B02962/03
Hong Kong	X/Secure	B03808/02
Japan	Unicert	4440357
Japan	Keytools	4526156
Japan	Trusted World	4485004
Japan	Telepathy	4508523
Japan	Websecure	4392869
Japan	X/Secure	4485094
New Zealand	Formsecure	600549
New Zealand	Formsecure	600550
New Zealand	Unicert	600553
New Zealand	Unicert	600554
New Zealand	Keytools	624011
New Zealand	Keytools	624010
New Zealand	Trusted World	605658
New Zealand	Trusted World	605659
New Zealand	Trusted World	605660
New Zealand	Telepathy	620871
New Zealand	Telepathy	620872
New Zealand	Websecure	604258
New Zealand	Websecure and Double Key Logo	604257
New Zealand	X/Secure	622741
New Zealand	X/Secure	622740
Singapore	Formsecure	99/11821F
Singapore	Formsecure	99/11822D
Singapore	Unicert	99/118251
Singapore	Unicert	T99/11826G
Singapore	Keytools	20286D
Singapore	Keytools	20285F
Singapore	Trusted World	T99/15379H
Singapore	Trusted World	T99/15382H
Singapore	Trusted World	99/15381Z
Singapore	Telepathy	T00/14137G

Jurisdiction	Trademark	Reg. No./Ser. Num.
Singapore	Telepathy	14136I
Singapore	Websecure	99/13972H
Singapore	Websecure	99/13973F
Singapore	X/Secure	00/15869E
Singapore	X/Secure	00/15870I
Taiwan	Formsecure	938008
Taiwan	Formsecure	1004012
Taiwan	Unicert	984329
Taiwan	Unicert	938007
Taiwan	Keytools	981211
Taiwan	Keytools	1006757
Taiwan	Trusted World	146155
Taiwan	Trusted World	155536
Taiwan	Trusted World	132763
Taiwan	Telepathy	974091
Taiwan	Telepathy	998157
Taiwan	Websecure	1074204
Taiwan	Websecure	941624
Taiwan	X/Secure	989587
Taiwan	X/Secure	985179
UK	Trusted World	2201254
UK	Telepathy	2222289
UK	W/Secure	2208698
UK	Websecure	2199077
USA	Cybertrusted	75/856142
USA	Cybertrust Logo	75/834445
USA	Cybertrust	2201764
USA	Cybertrust	2139469
USA	Formsecure	2665010
USA	Keytools	76/136212
USA	Omniroot	2700711
USA	Sureserver	2724547
USA	Trusted World	2554759
USA	Telepathy	76/109750
USA	Unicert	2689653
USA	W/Secure	2641612
USA	X/Secure	2676238
USA	Partner Forum	2186469