

9/14/04

09-20-2004

NET
.Y

Docket No.: 23
04-125



102839301

Tab settings

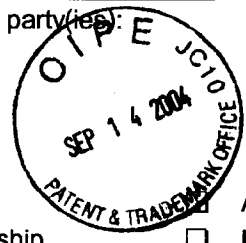
Attached original documents or copy thereof.

To the Director of the United States Patent and Trademark Office

1. Name of conveying party(ies):
Brian Small

Individual(s)
 General Partnership
 Corporation-State
 Other

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



2. Name and address of receiving party(ies):
 Name: **SW Software Corporation**
 Internal Address: _____
 Street Address: **6000 Broken Sound Parkway NW**
 City: **Boca Raton** State: **FL** ZIP: **33487**

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **December 24, 2003**

4. Application number(s) or registration numbers(s):
 A. Trademark Application No.(s)
 B. Trademark Registration No.(s)
2,342,692
(Appl. No. 75568446)

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Thomas C. Wettach**
 Internal Address: **Cohen & Grigsby, P.C.**
15th Floor
 Street Address: **11 Stanwix Street**
09/17/2004 6TOM11 00000143 032026 2342692
01 FC:8521 40.00 BA
 City: **Pittsburgh** State: **PA** ZIP: **15222**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41): \$ **40.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
03-2026

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.

Thomas C. Wettach **September 14, 2004**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **7**

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Recordation Services
 Director of the United States Patent and Trademark Office
 P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003047 FRAME: 0859

ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This Assignment is made as of December 24, 2003, by BRIAN SMALL, an individual residing in the State of Florida (the "Assignor"), in favor of SW SOFTWARE CORPORATION, a Delaware corporation (the "Assignee").

PREAMBLE

A. The Assignor is the owner of the entire right, title and interest in and to the registered trademarks and trademark applications listed on Schedule A (collectively, the "Trademarks").

B. The Assignor is the owner of the entire right, title and interest in and to the copyright listed on Schedule B (the "Copyright")

C. The Assignor and the Assignee and the other parties thereto have entered into an Asset Purchase Agreement dated as of December 20, 2003 (the "Purchase Agreement"), under which the Assignor agreed to transfer and sell to the Assignee the Trademarks and the Copyright.

Therefore, the parties agree as follows with the intent to be legally bound.

AGREEMENT

1. Assignment of Marks.

(a) Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated with such Trademarks, free and clear of any liens, claims or encumbrances of any kind except as set forth in the Purchase Agreement, to be held and enjoyed by the Assignee for its use, enjoyment or conveyance the same as would have been held by Assignor had this Assignment not been made.

(b) Assignor hereby authorizes and requests the Commissioner of Marks and Trademarks or such other appropriate official with respect to such jurisdiction, to record the Assignee as the owner of, and to issue in accordance with this instrument, each of the Trademarks in the name of the Assignee.

2. Assignment of Copyright. Assignor hereby sells, conveys, transfers, assigns and delivers to the Assignee all of Assignor's right, title and interest in and to the Copyright, together with the goodwill associated with such Copyright, free and clear of any liens, claims or encumbrances of any kind except as set forth in the Purchase Agreement, to be held and enjoyed by the Assignee for its use, enjoyment or conveyance the same as would have been held by Assignor had this Assignment not been made.

3. Purchase Agreement. This Assignment shall not be deemed to supersede or modify any of the provisions of the Purchase Agreement, and the representations, warranties,

covenants and agreements contained in the Purchase Agreement are incorporated herein by reference and made a part hereof as if fully set forth herein. In the event of any conflict between this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Choice of Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Florida without reference to conflict of laws principles.

6. Notices. All notices or other communications given under this Assignment shall be given in accordance the notice instructions set forth in the Purchase Agreement.

7. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks and Copyright to be executed as of the date first written above.



Brian Small

STATE OF Florida

COUNTY OF Orange :

SS.

On this 5th day of Jan., ~~2003~~ ²⁰⁰⁴, before me personally appeared Brian Small, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as its free act and deed. (*Personally known*)

SUSAN C. ALLEN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD144407
EXPIRES 9/29/2006
BONDED THRU 1-888-NOTARY1

Susan Allen
Notary Public

(Notary Seal)

My Commission expires: 9/29/2006

SCHEDULE A

TRADEMARKS

1. Registered trademark on the mark "Security Explorer", U.S. Trademark Registration No. 75568446, registered in the name of Brian Small.