

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asynchrony Solutions, Inc.		05/07/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JP Mobile Operating, L.P.		
<b>Street Address:</b>	12000 Ford Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75234		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2631884	PDA DEFENSE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)200-0458		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(214) 651-5116		
<b>Email:</b>	andy.ehmke@haynesboone.com		
<b>Correspondent Name:</b>	Andrew S. Ehmke		
<b>Address Line 1:</b>	Haynes and Boone, LLP		
<b>Address Line 2:</b>	901 Main Street, Suite 3100		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>NAME OF SUBMITTER:</b>	Andrew S. Ehmke		
<b>Signature:</b>	/Andrew S. Ehmke/		
<b>Date:</b>	06/23/2005		

CH \$40.00 2631884

Total Attachments: 3

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is entered into as of May 7, 2004 (the "Closing Date"), by and between JP Mobile Operating, L.P., ("Buyer"), a Texas limited partnership and a wholly-owned subsidiary of JP Mobile, Inc., a Texas corporation, and Asynchrony Solutions, Inc., a Delaware corporation ("Seller").

### RECITALS

- A. Seller is engaged in the business of Personal Digital Assistant ("PDA") data security software and related technology. Seller has developed and is marketing and selling the "PDA Defense" product ("Product").
- B. Buyer desires to purchase and Seller desires to sell the Product and substantially all of the assets, properties and rights of Seller relating to or used in the Product.
- C. Seller has delivered to Buyer certain Disclosure Schedules (herein so called) of even date herewith referred to in this Agreement. The Disclosure Schedules and the Exhibits (herein so called) referred to in this Agreement are a part of this Agreement.

### AGREEMENT

Based on the recitals set forth above, the representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### ARTICLE 1

##### Purchase and Sale of Assets

1.1 Purchase and Sale of Assets. Upon the terms set forth in this Agreement, on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Buyer, free and clear of any and all Liens (defined below) and Retained Liabilities (defined below), and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in, to and under all of the assets, properties and rights of Seller used exclusively in the conduct of its business relating to the Product (the "Acquired Assets"), which assets include, but are not limited to the assets and rights of Seller set forth on Exhibit A hereto.

1.2 Consideration for Purchase and Sale. Buyer shall purchase and Seller shall sell the Acquired Assets for consideration comprised of the following:

(a) Initial Cash. Buyer shall pay to Seller the Specified Credits (defined below) and plus the Specified Additions (defined below) (the "Initial Cash Payment") in cash to Seller by wire transfer of immediately available funds to an account designated by Seller at the Closing. As used herein, "Specified Credits" means any and all of the following amounts: 1) an amount of \$\_\_\_\_\_ for prepaid amounts from Seller's OEM/Reseller partners for Product

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TRADEMARK

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This Agreement has been executed and delivered as of the date first written above.

ASYNCHRONY SOLUTIONS, INC.

By: [Signature]  
Printed Name: Robert J. Eifenbaum  
Title: CEO

JP MOBILE OPERATING, L.P.

By: JP Mobile GP, LLC, its general partner

By: JP Mobile, Inc., its sole member

By: [Signature]  
Name: DANIEL R. PUSKAS  
Title: CEO

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EXHIBIT A

Acquired Assets and Allocation of Purchase Price

Acquired Assets. The Acquired Assets include, without limitation, the following items related exclusively to the Product:

1. all right, title and interest including source code, object code and all related applications and data files, all associated firmware and all documentation;
2. all intellectual property, including, but not limited to, all copyrights, patents, patent applications, trademarks (and associated goodwill) and trade secrets, including but not limited to the patent application entitled "Method and System for Protecting Data within Portable Electronic Devices";
3. all sales orders and sales contracts, purchase orders and purchase contracts, quotations and bids, with the exception of accounts receivable and monies collected prior to Closing;
4. all customer lists, customer records and related information;
5. the Name (and associated goodwill);
6. all rights in connection with prepaid expenses with respect to the Acquired Assets;
7. all partner and OEM agreements;
8. all sales and promotional materials, catalogues, trademarks, brands and advertising literature;
9. all domain names, website rights, and email addresses;
10. rights to utilize the *PDA Security* book for Buyer's marketing purposes; and
11. the Assumed Contracts.

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