

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Smith & Wesson Advanced Technologies, LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Limited liability company

Citizenship (see guidelines) Arizona

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Apriva, Inc.
Internal Address: _____
Street Address: 6900 East Camelback Road
City: Scottsdale
State: Arizona
Country: US Zip: 85251

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) May 13, 2004

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/322,848

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SENSA

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

Name: Charles F. Hauff, Jr.
Internal Address: Snell & Wilmer L.L.P.
Street Address: One Arizona Center
400 E. Van Buren
City: Phoenix
State: Arizona Zip: 85004-2202
Phone Number: 602-382-6314
Fax Number: 602-382-6070
Email Address: chauff@swlaw.com

6. Total number of applications and registrations involved: 1

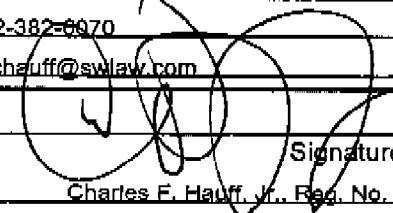
7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-2814
Authorized User Name Charles F. Hauff, Jr.

9. Signature:  _____

Date: April 1, 2005

Signature

Name of Person Signing: Charles F. Hauff, Jr., Reg. No. 33,244

Total number of pages including cover sheet, attachments, and document: 25

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

700179638

TRADEMARK
REEL: 003116 FRAME: 0001

gntFax 5/12/05 5:08 PAGE 003/028 Fax Server

04/01/2005
700167053

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Smith & Wesson Advanced Technologies, LLC

- Individual(s)
- General Partnership
- Corporation - State: _____
- Other: Limited liability company

Citizenship (see guidelines) Arizona

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) _____

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Apriva, Inc.

Internal Address: _____

Address: _____

Street Address: 8900 East Camelback Road

City: Scottsdale

State: Arizona

Country: US

Zip: 85251

- Association
- General Partnership
- United Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship Delaware
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.
A. Trademark Application No.(s)
78/322,846

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
SENBA

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

Name: Charles F. Hauff, Jr.

Internal Address: Snell & Wilmer LLP

Street Address: One Arizona Center
400 E. Van Buren

City: Phoenix

State: Arizona Zip: 85004-2202

Phone Number: 602-382-0414

Fax Number: 602-382-0070

Email Address: charf@snw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 19-2814

Authorized User Name Charles F. Hauff, Jr.

9. Signature:

Signature

April 1, 2005

Date

Charles F. Hauff, Jr. Reg. No. 33,244

Name of Person Signing

Total number of pages including cover sheet, attachments, and document 26

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5996, or mailed to: Mail Stop Assignment Recordation Service, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

011 540 017 1221114 2005022405

EXECUTION COPY

ASSIGNMENT AGREEMENT

THIS IS AN ASSIGNMENT AGREEMENT ("Agreement") entered into on the 13th day of May, 2004 (the "Effective Date"), by and among SMITH & WESSON HOLDING CORPORATION ("SWHC"), a Nevada corporation with a place of business at 2100 Roosevelt Ave., Springfield MA 01104, APPSWARE HOLDINGS, INC. ("APPSware"), an Arizona corporation with a place of business at 6900 E. Camelback Rd. Suite 700 Scottsdale, AZ 85251, APRIVA ISS, LLC ("APRIVA"), an Arizona limited liability company with a place of business at 6900 E. Camelback Rd. Suite 700 Scottsdale, AZ 85251, and SMITH & WESSON ADVANCED TECHNOLOGIES, LLC, ("SWAT"), an Arizona limited liability company owned equally by SWHC and APPSware, with a place of business at 2100 Roosevelt Ave. Springfield, MA 01104.

RECITALS

- A. SWHC, APPSware, APRIVA and SWAT are the owners of certain technology and associated intellectual property rights.
- B. SWHC, APPSware, APRIVA and SWAT wish to assign such technology and intellectual property rights as hereinafter provided.

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

AGREEMENT

1. **DEFINITIONS.** Capitalized terms used in this Agreement shall have the following meanings:

"AAA" shall have the meaning assigned to it in Subsection 12.3 ("Arbitration").

"Affiliate" shall mean (i) any organization fifty percent (50%) or more of the voting stock of which is controlled or owned directly or indirectly by any party to this Agreement; (ii) any organization which directly or indirectly owns or controls fifty percent (50%) or more of the voting stock of any party to this Agreement; and (iii) any organization, the majority ownership of which is directly or indirectly common to the majority ownership of any party to this Agreement.

"APPSware Companies" shall mean, collectively, jointly and separately, APPSware and APRIVA.

"Confidential Information" shall have the meaning assigned to it in Section 7 ("Confidential Information").

"Copyrights" shall mean all of the following with respect to either Identi-Kit.net, Sensa or Lex (a) all copyrights and general intangibles of like nature (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in any foreign country, the United States Copyright Office or in any similar office or agency of

**R
E
D
A
C
T
E
D**

R

E

D

A

C

T

E

D

**R
E
D
A
C
T
E
D**

R E D A C T E D

3. ASSIGNMENTS TO APRIVA.

3.1. **Copyrights.** SWAT and SWHC (collectively, the "Sensa/LEX Assignors") hereby fully and irrevocably assign to APRIVA all the Copyrights pertaining to the Sensa Product and the LEX Product ("Sensa/LEX Copyrights"), including without limitation those described as such in Exhibit H ("Sensa/LEX Copyrights").

3.2. **Trade Secrets.** The Sensa/LEX Assignors hereby fully and irrevocably assign to APRIVA all the Trade Secrets pertaining to the Sensa Product and the LEX Product ("Sensa/LEX Trade Secrets"), including without limitation those described as such in Exhibit I ("Sensa/LEX Trade Secrets").

3.3. **Trademarks.** The Sensa/LEX Assignors hereby fully and irrevocably assign to APRIVA all the Trademarks pertaining to the Sensa Product and the LEX Product ("Sensa/LEX Trademarks"), including without limitation those described as such in Exhibit J ("Sensa/LEX Trademarks").

3.4. **Continuing Assurances.** The Sensa/LEX Assignors agree to cooperate with APRIVA or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of APRIVA's rights in the Sensa/LEX Copyrights, the Sensa/LEX Trade Secrets and the Sensa/LEX Trademarks (collectively, the "Sensa/LA Assigned Items") and to execute, when requested, any other documents deemed necessary or appropriate by APRIVA to carry out the purpose of this Agreement. The Sensa/LEX Assignors agree to execute upon APRIVA's request assignments of the Intellectual Property Rights with respect to the foregoing to APRIVA in a format reasonably required by APRIVA. To the extent APRIVA is unable to

procure the Sensa/LEX Assignors' cooperation in the foregoing, the Sensa/LEX Assignors hereby irrevocably appoint APRIVA as their attorney in fact to take all such actions and to execute such documents as APRIVA shall deem necessary or appropriate to carry into effect the purpose of this Assignment. The Sensa/LEX Assignors hereby agree to assist APRIVA as reasonably requested, and from time to time enforce, United States and foreign Intellectual Property Rights relating to the Sensa/LEX Assigned Items in any and all countries. To that end, the Sensa/LEX Assignors shall execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as APRIVA may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof. In addition, the Sensa/LEX Assignors shall execute, verify and deliver assignments of such Intellectual Property Rights to APRIVA or its designee. The Sensa/LEX Assignors' obligation to assist APRIVA with respect to Intellectual Property Rights relating to such Sensa/LEX Assigned Items shall continue beyond the expiration or termination of this Agreement, but APRIVA shall compensate the Sensa/LEX Assignors at a reasonable rate for the time actually spent by the Sensa/LEX Assignors at APRIVA's request on such assistance.

3.5. Hardware. SWAT hereby fully and irrevocably assigns to APRIVA all SWAT's right, title and interest in the Hardware.

**R
E
D
A
C
T
E
D**

**R
E
D
A
C
T
E
D**

R

E

D

A

C

T

E

D

R

E

D

A

C

T

E

D

**R
E
D
A
C
T
E
D**

**R
E
D
A
C
T
E
D**

REDACTED

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first set forth above.

SMITH & WESSON CORPORATION

BY: Pat L. Stettin

TITLE: Vice Chairman - SWHC

DATE: 5/13/04

APPSWARE HOLDINGS, INC.

BY: Paul D. Gray

TITLE: President

DATE: 05/13/04

SMITH & WESSON ADVANCED TECHNOLOGIES, LLC

BY: M.S. Kliger

TITLE: BOARD MEMBER

DATE: 5/13/04

APRIVA ISS, LLC

BY: [Signature]

TITLE: CEO

DATE: 5/13/04

R

E

D

A

C

T

E

D

R
E
D
A
C
T
E
D

R

E

D

A

C

T

E

D

R

E

D

A

C

T

E

D

**R
E
D
A
C
T
E
D**

R

E

D

A

C

T

E

D

**R
E
D
A
C
T
E
D**

R

E

D

A

C

T

E

D

**R
E
D
A
C
T
E
D**

EXHIBIT J
SENSA/LEX TRADEMARKS

SENSA
LEX
LEX MDC

R

E

D

A

C

T

E

D

**R
E
D
A
C
T
E
D**

phx-srv01\1447759v03\5/10/04
Phoenix/275883.6

L-2

License and Assignment Agreement

RECORDED: 04/01/2005

**TRADEMARK
REEL: 003116 FRAME: 0026**

** TOTAL PAGE 28 **