

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Secure Software, Inc.		07/31/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	IM2 Ltd.		
Street Address:	No. 1 Wesley Street, St. Helier		
Internal Address:	P.O. Box 540		
City:	Jersey, Channel Islands		
State/Country:	UNITED KINGDOM		
Postal Code:	JE4 5UU		
Entity Type:	COMPANY: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2942076	MESSENGER 2	
CORRESPONDENCE DATA			
Fax Number:	(202)659-1559		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(202) 659 - 6944		
Email:	MBergsman@dickinsonwright.com		
Correspondent Name:	Marc A. Bergsman		
Address Line 1:	Dickinson Wright PLLC		
Address Line 2:	1901 L Street, N.W., Suite 800		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
DOMESTIC REPRESENTATIVE			
Name:	Samuel D. Littlepage		
Address Line 1:	Dickinson Wright PLLC		
Address Line 2:	1901 L Street, N.W., Suite 800		

CH \$40.00 2942076

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:

Marc A. Bergsman

Signature:

/Marc A. Bergsman/

Date:

08/02/2005

Total Attachments: 2

source=messenger 2#page1.tif

source=messenger 2#page2.tif

TRADEMARK ASSIGNMENT

ASSIGNMENT made this 31 day of July, 2005, by and between IM2 Ltd. (hereinafter "Assignee"), a company organized and existing under the laws of Jersey, having an address at P.O. Box 540, No. 1 Wesley Street, St. Helier JE4 5UU, Jersey, Channel Islands and Secure Software, Inc. (hereinafter "Assignor"), a corporation organized and existing under the laws of Florida, having an address at P.O. Box 344, Shalimar, Florida 32579.

WHEREAS, Assignor has used and registered the trademarks identified below in the United States and throughout the world (hereinafter the "Mark");

<u>Mark</u>	<u>Registration Number</u>
MESSENGER 2	2,942,076

WHEREAS, Assignee is desirous of acquiring the Mark and the goodwill of the business associated therewith, as well as the trademark registrations thereto.

NOW, THEREFORE, it is agreed that for ten dollars (\$10), the receipt and sufficiency of such consideration is hereby acknowledged, Assignor conveys, transfers, and assigns to Assignee all its rights, title, and interest in and to the Mark and the trademark registrations therefor, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Mark.

Assignor warrants that it has good and valid title to the Mark, including the trademark registration therefor. Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment at Assignee's expense and request, as well as provide such other material, information, or assistance as Assignee may consider necessary.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

SECURE SOFTWARE, INC.

Date: July 31, 2005

By: 

Name: JASON LUCAS

Title: DIRECTOR