

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Purchase Agreement Document		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zix Corporation		09/30/2005	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MITEM Corporation		
<b>Street Address:</b>	640 Menlo Avenue		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1889712	DR. CHART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)323-1511		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-323-1500		
<b>Email:</b>	Administration@mitem.com		
<b>Correspondent Name:</b>	MITEM Corporation		
<b>Address Line 1:</b>	640 Menlo Avenue		
<b>Address Line 4:</b>	Menlo Park, CALIFORNIA 94025		
<b>NAME OF SUBMITTER:</b>	Gale R. Aguilar		
<b>Signature:</b>	/Gale R. Aguilar/		
<b>Date:</b>	10/14/2005		

OP \$40.00 1889712

Total Attachments: 8  
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source=Bill of Sale#page1.tif  
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source=Contracts Assignment Agreement#page1.tif  
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## BILL OF SALE

September 30, 2005

MyDocOnline, Inc., a Delaware corporation (“*Seller*”) and wholly-owned subsidiary of Zix Corporation, a Texas corporation (“*Parent*”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, transfers, conveys and delivers to Mitem Corporation, a California corporation (“*Buyer*”), pursuant to and in furtherance of that certain Asset Purchase Agreement, dated September 30, 2005, by and among Seller, Buyer and Parent (the “*Asset Purchase Agreement*”), all rights, title and interest of the Seller in and to the Assets (as defined in the Asset Purchase Agreement). Capitalized terms used but not otherwise defined in this Bill of Sale shall have the meanings given them in the Asset Purchase Agreement.

Seller covenants and agrees that it shall execute such other and further instruments and documents as Buyer may reasonably request to carry out, give effect to or evidence the transfer of the Assets of Seller to Buyer.

Notwithstanding the foregoing, none of the Excluded Assets shall be sold, transferred, assigned, conveyed or delivered to Buyer, and Buyer shall not purchase, acquire or accept from Seller any right, title or interest of Seller in or to any Excluded Assets.

This Bill of Sale and all of its terms shall inure to the benefit of Buyer, its successors and assigns and shall bind Seller and its successors and assigns.

This Bill of Sale is entered into in connection with and pursuant to the Asset Purchase Agreement and shall, to the extent possible, be construed to be consistent therewith. In the event of any conflict between the terms hereof and of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Bill of Sale may be executed in counterparts, each of which shall constitute an original but together which shall constitute one instrument. Seller has caused this Bill of Sale to be executed and delivered as of the date first written above.

**SELLER:**

MYDOCONLINE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Acknowledged and agreed to by:

**BUYER:**

MITEM CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

This Bill of Sale may be executed in counterparts, each of which shall constitute an original but together which shall constitute one instrument. Seller has caused this Bill of Sale to be executed and delivered as of the date first written above.

**SELLER:**

MYDOCONLINE, INC.

By: Ronald A. Weisser

Name: RONALD A. WEISSER

Its: V.P.

Acknowledged and agreed to by:

**BUYER:**

MITEM CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

This Bill of Sale may be executed in counterparts, each of which shall constitute an original but together which shall constitute one instrument. Seller has caused this Bill of Sale to be executed and delivered as of the date first written above.

**SELLER:**

MYDOCONLINE, INC.

By: \_\_\_\_\_

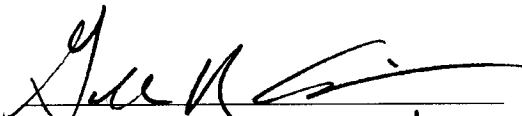
Name: \_\_\_\_\_

Its: \_\_\_\_\_

Acknowledged and agreed to by:

**BUYER:**

MITEM CORPORATION

By:  \_\_\_\_\_

Name: Gale R Aguilar

Its: Pres + COO

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is entered into as of September 30, 2005, by and between MyDocOnline, Inc., a Delaware corporation ("Assignor"), and Mitem Corporation, a California corporation ("Assignee"). Unless otherwise defined herein, capitalized terms used herein shall have the meaning given to such terms in the that certain Asset Purchase Agreement, dated as of September 30, 2005, by and among Assignee, Zix Corporation, a Texas Corporation ("Parent"), and Assignor, a wholly-owned subsidiary of Parent (the "Agreement").

Assignor hereby assigns, conveys, sells, transfers and delivers to Assignee, its successors and assigns, for the consideration described in the Agreement, the receipt and sufficiency of which is hereby acknowledged, all of Assignor's right, title and interest in and to the Contracts.

Simultaneously with the execution and delivery of this Assignment, the parties are executing and delivering a Bill of Sale (the "Bill of Sale") providing for the sale of the Assets.

Assignee hereby accepts assignment of the Contracts. Assignee hereby assumes and agrees to fully satisfy, pay, perform and discharge when due all liabilities and obligations, including but not limited to, completion of work, product warranties, maintenance and support and indemnities, if any, arising under the Contracts on or after, but not prior to, the Closing Date, subject to Assignee's rights to indemnification under Section 8.2(b) of the Agreement.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Assignment shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

This Assignment is given to further evidence the sales, transfers and conveyances contemplated by the Agreement, and this Assignment and nothing contained herein shall be deemed to amend, modify, supplement, reduce or expand the representations, warranties, covenants and other agreements given or made by Assignor or Assignee in the Agreement, and the liability of and indemnification by Assignor or Assignee with respect thereto, set forth in the Agreement.

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

ASSIGNOR:

ASSIGNEE:

MyDocOnline, Inc.  
a Delaware corporation

Mitem Corporation  
a California corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT



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

ASSIGNOR:

ASSIGNEE:

MyDocOnline, Inc.  
a Delaware corporation

Mitem Corporation  
a California corporation

By: Ronald A Woessner  
Name: Ronald A Woessner  
Title: V.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT

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352673-900000

TRADEMARK  
REEL: 003175 FRAME: 0522

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

ASSIGNOR:

ASSIGNEE:

MyDocOnline, Inc.  
a Delaware corporation

Mitem Corporation  
a California corporation

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Gale R Aguilar

Title: \_\_\_\_\_

Title: Pres + COO

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT

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352673-900000

RECORDED: 10/14/2005

TRADEMARK  
REEL: 003175 FRAME: 0523