

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
Aluria Software LLC		09/15/2005	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	EarthLink, Inc.
Street Address:	1375 Peachtree Street, Level A
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76508553	THE EVERLASTING POP STOPPER
Serial Number:	76508555	SPYWARE ELIMINATOR
Serial Number:	76508556	ALURIA'S SPYWARE ELIMINATOR
Serial Number:	76508557	DR.SPEED
Serial Number:	76508558	ALURIASOFTWARE.COM
Serial Number:	76508559	ALURIA SOFTWARE
Serial Number:	76508560	ALURIA
Serial Number:	76508561	INTERNET ARMOR
Serial Number:	76508554	ALURIA'S MP3 MASTER
Serial Number:	78441008	

CORRESPONDENCE DATA

Fax Number: (404)881-7777
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$265.00 76508553

Phone: (404) 881-7000
Email: ipatl@alston.com
Correspondent Name: Wendy L. Robertson
Address Line 1: 1201 W. Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	47162/262026
NAME OF SUBMITTER:	Wendy L. Robertson
Signature:	/Wendy L. Robertson/
Date:	10/27/2005

Total Attachments: 15

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is dated as of September 15, 2005, by and between Aluria Software LLC, a Florida limited liability company ("Assignor"), and EarthLink, Inc., a Delaware corporation ("Assignee"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Purchase Agreement (as defined herein).

INTRODUCTION:

- A. The Assignor and the Assignee are party to that certain Asset Purchase Agreement dated as of August 19, 2005 (the "Purchase Agreement").
- B. The Purchase Agreement provides for the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of Assignor's right, title and interest in, to and under all of the Company Intellectual Property and Company Software (as defined in the Purchase Agreement).
- C. Pursuant to the Purchase Agreement Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to the Company Intellectual Property and Company Software, including, without limitation, the following: (i) all copyrightable material used in Assignor's business including, without limitation, that referenced on Schedule A attached hereto (collectively, the "Works"); (ii) all United States and foreign trademarks, service marks, trade dresses, and trade names used in Assignor's business including, without limitation, the registrations and applications for registration therefore listed on Schedule B attached hereto, (collectively, the "Trademarks"); (iii) all domain name registrations used in Assignor's business including, without limitation, those listed on Schedule C attached hereto (collectively, the "Domain Names"); (iv) all patents, patentable processes or materials, know-how, trade secrets, processes, formulas, and inventions used in the Assignor's business (collectively, the "Patents"); and (v) all IP addresses and other Intellectual Property (as defined in the Purchase Agreement) used in Assignor's business including, without limitation, those listed on Schedule D attached hereto (collectively, the "Miscellaneous IP").
- D. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree to the terms and conditions set forth below.

TERMS AND CONDITIONS:

A. ASSIGNMENT

Assignor hereby sells, assigns and transfers to Assignee all of the Assignor's right, title and interest (including, without limitation, all intellectual property and other rights and any continuation, extension or renewal rights as well as the right to sue for past, present or future infringement or violation thereof) in and to the Company Software and the Company Intellectual Property including, but not limited to, the Works, the Trademarks, the Domain Names, the Patents, and the Miscellaneous IP.

B. COPYRIGHT OFFICE

Assignor hereby authorizes and requests the United States Register of Copyrights and, as applicable, the corresponding officials of all foreign countries, to record Assignee as the owner of the copyrights in and to the Works and/or to issue in the name of Assignee all registrations of copyrights in and to the Works, in accordance with this Agreement.

C. PATENTS

1. Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries, and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

2. Assignor agrees that Assignor will communicate to Assignee or its representatives any facts known to Assignor respecting the Patents.

3. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

D. FURTHER ASSURANCES

Assignor agrees that Assignor will, without demanding any further consideration therefore, at the request and the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining (including, without limitation, for reexamining or reissuing the Patents), sustaining, maintaining, or perfecting Assignee's rights to the Company Software and the Company Intellectual Property including, without limitation, the Works, the Trademarks, the Domain Names, the Miscellaneous IP, and the Patents.

E. GENERAL

1. This Agreement is intended to evidence the consummation of the sale and assignment by the Assignor and the receipt and assumption by the Assignee of the Company Software and Company Intellectual Property as contemplated by the Purchase Agreement. The Assignor and the Assignee by their execution of this Agreement each hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. Any inconsistencies or ambiguities between this Agreement and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

2. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

3. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. If any term, provision or part of this Agreement is to any extent held void, unenforceable or invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be impaired or affected thereby and each term, provision or part shall remain in full force and effect.

4. This Agreement and the Purchase Agreement supersede all prior discussions and agreements between the parties and their respective Affiliates with respect to the subject matter hereof and thereof and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof. This Agreement may not be modified unless said modification appears in writing and is signed by Assignor and Assignee.

5. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Pages Follow Schedules]

IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Assignment Agreement as of the date set forth above.

ASSIGNOR: Aluria Software LLC

By: 

Name: RICHARD CARLSON

Title: PRESIDENT

STATE OF FLORIDA

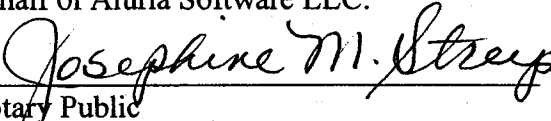
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COUNTY OF ~~SEMINOLE~~ ORANGE

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On this 15th day of September, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Richard Carlson, known by me to be the person of the above name and an officer of Aluria Software LLC duly authorized to execute this Assignment on behalf of Aluria Software LLC who signed and executed the foregoing instrument on behalf of Aluria Software LLC.


Notary Public

My Commission Expires:



Josephine M Streep

My Commission DD314958

Expires June 17 2008

SCHEDULE A
COPYRIGHTABLE WORKS
Copyright Registrations

Copyrightable Work	Copyright Registration Number
Spyware Eliminator	TX-5-750-265
Spyware Eliminator	TX-5-705-412

Databases

Microsoft SQL Server Databases
AlSpy – Test database for Spyware BOT
Aluria – First Rendition of Spyware Database. Not in use.
aluriascrapes – Database used to scrape web sites for malicious content.
AluriaSpyware – Current Spyware Database
AluriaSpyHunt – Database used in conjunction with internal SpyHunt application
AOL – Database used to hold interim AOL definitions.
BOTS – Database used to hold information collected by SpyHarvest
CustServ – Database used to hold customer Service information
Gemini – Bug Tracking database
master – default database used by Microsoft SQL Server
model - default database used by Microsoft SQL Server
msdb - default database used by Microsoft SQL Server
ProjectServer – Database used to support Microsoft Project
Pubs – database used to store publication for internal use.
tempdb – temporary database
tony – database used for personal use by Tony Carter.
Ken's Database – Database from Ken Lloyd of historic information.

MS SQL Databases
admanager – Some sort of ad tracking database, no longer in use
aluria – Our main database to power our website, ordering, sales records, affiliate payouts, serial numbers, everything. Virtually the whole company rides on this database.
aluriaaffiliates – An affiliate tracking system to track clicks vs sales conversions from ads and affiliate sites. It also was a communication system between affiliates and aluria. This database is still being updated with data but isn't formally in use anymore.
aluriasoftware – An older version (2 years back) of aluria's site tracking, cvs file tracking, web site information, user logins. No longer in use.
aol_db – AOL's portal database to host file updates for aol to download weekly.
aoluserlist – An empty database with 1 table containing user info, not in use
aos – A user and log table for the AOS portal to keep track of who logs in and when
app – An old database for aluria's website transactions dating 2002 – 2004. No longer in use

MySQL Databases
bugs – A bug tracking system database. Does not seem to be in use anymore.
cerberus – The database to power our Cerberus system.
earthlink_db – Earthlink's portal database to host file updates for Earthlink to download weekly.
file_sys – The generic portal database to be available to replicate for future portals.
halo – A Halo pc game database – not in use.
halo4pc – Another Halo pc game database – not in use
ifa – A fraud report database to report affiliates who were using fraudulent techniques to collect checks. Not in use, from 2003
intranet – A test database for Alurias intranet site, not in use
invboard – An old version of our bulletin board/ forum database
mailserver – An old mailserver database from 2003, holding messages and logs of mail
mpstats – Some sort of stat tracking system that was put into place, cannot find out much about it. >From 2004, no dates past 4/8/04.
mysql – mySQL's internal database required to run mysql
popper – Honestly do not know what this database is for, has some records and personal information but does not appear to be used anymore, looks very old.
registration – Very old registration database for KidSurfer
sdk_db – Portal for SDK file updates for clients to grab.
spyware – A spyware description database – empty, no data.
spywareRecovery – An old backup database of spyware definitions from 2004
spyware_repository – A collection of spyware names and descriptions
supportforum – A old message forum database for aluria from 2003
swdatabase – Our current spyware description database used for our spyware research lab
tellafriend – A database to log traffic of the tell-a-friend feature on the website
test_aluria – A sales conversion tracking database not in use
test_email – A database with 1 table and 1 record of email addresses and names
vbulletin – Our current forum database to support or spyware forum on the site
wachovia_db – A portal for Wachovia to receive file updates for ASE. Was never used.

Company Proprietary Software

Software Application Title
Aluria Security Center 1.0
Aluria Security Center 1.0: Aluria Spyware Eliminator 4.0
Aluria Security Center 1.0: Aluria Spyware Eliminator 4.0: SDK
Aluria Security Center 1.0: Aluria Spyware Eliminator 4.0: ADS
Aluria Security Center 1.0: Aluria Spyware Eliminator 4.0: SRS
Aluria Security Center 1.0: Aluria Spyware Eliminator 4.0: Definitions
Aluria Security Center 1.0: Aluria Anti-SPAM
Aluria Security Center 1.0: Aluria Anti-Virus
Aluria Security Center 1.0: Aluria Firewall

Software Application Title
Aluria Dr. Speed
Aluria Everlasting Pop Stopper 3.0
Aluria Everlasting Pop Stopper 4.0
Paladin 1.0.0
Paladin 1.0.0: SDK
Paladin 1.0.0: Definitions
ASP 1.0 (America Online Spyware Protection, including the following country specific versions: Canada, the United Kindon, France, Germany, Mexico, Latin America)
ASP 1.5 (America Online Spyware Protection)
EarthLink Protection Control Center
Spyware Tools
Log Viewer (same as Log View Application)
Reference Creator
DAT Viewer
SpyHunt
SpyMon
SpyHarvest
SpyInfect
SpyRecon
SpyDef
AOS Security Center (same as AOS Technologies Application)
Aluria Security Center Key File Generator
Lite Spyware Scanner
Reference Creator
Aluria AntiSpyware SDK for Clients and Servers 2.0 (C++)
Aluria AntiSpyware SDK for Gateways 1.0 (C++) (same as SDK Lite)
SpyHunt
SpyHarvest
Spyware Monitor
Spyware SRC Framework
Video Professor Spyware Protection (same as Video Professor Application)
WhenU UControl AntiSpyware Toolbar Edition
WhenU UControl AntiSpyware Premium Edition
Active Defense Shield (ADS)
3qMedia Spyware Eliminator
SpyGone Spyware Eliminator
Spyware Eliminator Client/Server Edition
Spyware Investigator
MP3 Master
Kid Surfer
MD5 Hash Application
MemRX

Software Application Title
Net Mechanic
Startup Manager
WinStart Removal
Jim's Simple OSType Code
Ken's Database
MWeb Lite Scanner
CD Menu Application
Scum Trial
Silent Updater
Aluria AntiSpyware SDK (Visual Basic)
Top Ten Lite Scanner
Check Web application
Spyware Retrieval Service (same as Spyware Retrieval System Application)
Aluria Anti-Spyware
Spyware Eliminator 3.x (same as Spyware Eliminator 3.5)

Company Licensed Software

Manufacturer	Software Application Title	Version	Software Manual
	PlayGIF Control		
	Simple Registry Control		
	Grab URL		
	Active Reports for .NET 2.0		
	ActiveSkin Control		
	FontStatic.h		
	Blowfish Encryption Algorithm		
	eSellerate SDK		
Authentium	Firewall SDK	Windows 98, 2000, ME, XP	
	Anti-virus SDK		
Mailshell	Anti-spam SDK		
SecurePointe	Swat Pro		
	Swat Pro SDKs		
America Online	ASP Scheduler (modified scheduler for the AOL branded version of Aluria's Spyware Eliminator)		
Microsoft	Word 2003	(11.6502.6408) SP1	
	Excel 2003	(11.6355.6403) SP1	

Manufacturer	Software Application Title	Version	Software Vendor
	Visio 2003	(11.4301.6408) SP1	
	Access 2003	(11.6355.6408) SP1	
	Outlook 2003	(11.6359.6408) SP1	
	Internet Explorer	6.0.2900.2180.xpsp_sp2.050301-1519	
Microsoft	Windows XP	SP2	
	Empower		
Adobe	Reader 6.0	6.0.2	Yes
Adobe	Acrobat 6.0 Standard	6.0.0.5	
	Photoshop	CS	
Macromedia	Dreamweaver MX 2004	7.0.1	Yes
	Extension Manager	1.6.062	Yes
	Fireworks MX 2004	7.02.295	Yes
	Flash MX 2004	7.2	Yes
	Robo Help HTML	X5.0.2	Yes
Microsoft Visual Studio	Visual Basic 6.0	8171	Yes
	Visual C++	6	Yes
Microsoft Visual Studio .NET	Visual C++ .Net	7.1.3088	Yes
	Visual Source Safe	6	
	Visual Studio .NET	2003	Yes
	MSDN	6	Yes
	MSDN	2003	Yes
ACT	ACT	6	Yes
ACDSee7	ACDSee7	7	Yes
Wise	Standard 9	9.02.204.0	Yes
	Professional	6.10.0.450	Yes
GFI	Spam Filter for Exchange	11	Yes
Gemini	Tracking system	1.9.1	
Red Hat	Enterprise 3	3.0 (non-transferable without prior written consent of Red Hat, renews for terms of 1 year, must provide 60 day notice prior to commencement of next term to cancel)	
Red Hat	Linux 9	9.0	
Sales Force	Sales Tracking		
	Icon Workshop 5.0		
Axialis Software	Corporate Edition	5.0	
QuarkXPress	QuarkXPress	5.0	
Digital River	Computer readable		

Manufacturer	Software Application Title	Version	Software Manual
	material and encryption software		

Company Technical & Restricted Material & Documentation

Material and/or Documentation Name
Active Defense SDK Documentation
Alternate Data Streams Documentation
Software Localizing Documentation
Spyware Removal Documentation
Software Developers Kit (SDK) Documentation
Delta DAT Generation Documentation
Incremental Updating Documentation
SDK Encryption Documentation
SDK Definitions Documentation
SDK Technical Documentation
Digital River Deployment Process
eSellerate Users Guide
Spyware Eliminator Command Line Switches
Spyware Eliminator Mode Implementation
Spyware Eliminator Release Notes
Spyware Eliminator Service Documentation
Spyware Eliminator Technical Documentation
Paladin Design Requirements Documentation (DRD)
Paladin Database Structure
AOL Spyware Protection (ASP) Comprehensive Testing Documentation
ASP Operations Guide
EarthLink Protection Control Center Incremental Updating Process
EarthLink Protection Control Center Update Process
EarthLink Protection Control Center PRD
Proposed IFS-ADS System
Aluria Coding Standards
Aluria SDK Coding Standards
Aluria Lite Spyware Scanner 2.0 Specs
ASP Ghost Image Requests
ASP Comprehensive Testing
ASP Quality Assurance Checklist
Aluria Security Center Design Requirements Document (DRD)
Aluria Security Center Technical Notes
Aluria Security Center Error Codes
Proposal for Registration and Activation

**SCHEDULE B
TRADEMARKS**

U.S. Registered or Pending Marks

Mark	Federal Registration Application No. (if Applicable)
The Everlasting Pop Stopper	76508553
Spyware Eliminator	76508555
Aluria's Spyware Eliminator	76508556
Dr. Speed	76508557
Aluriasoftware.com	76508558
Aluria Software	76508559
Aluria	76508560
Internet Armor	76508561
Aluria's MP3 Master	76508554
Aluria (design mark)	78441008

Common Law Marks

Paladin
Aluria Security Center

Licensed Trademarks

Owner	Licensed Mark(s)
3QMedia	Spygone
Authentium	Trademarks, marks and trade names Authentium may adopt from time to time
When U	When U logos, trademarks and service marks
Secure Pointe Inc.	Secure Pointe trademarks, marks and trade names
MailShell	MailShell trademarks
CoReg360	CoReg360 logo
Digital River	Digital River trademarks

SCHEDULE C

DOMAIN NAMES

Domain Name	TLD	Exp. Date
123e-learning	com	5/21/2006
123e-training	com	12/18/2005
alluriasoftware	com	2/26/2006
aluriaaffiliates	com	11/7/2005
aluriacorporate	com	3/17/2006
aluriagaming	com	3/18/2006
aluriamarketing	com	7/24/2006
aluriapayment	com	2/5/2006
aluriasoftware	com	12/10/2005
aluriasoftware	net	9/5/2006
aluriastaffing	com	10/19/2005
aluriasupport	com	11/7/2005
aluriatravel	com	3/18/2006
antispysware	biz	10/20/2005
ase30	com	12/7/2005
cbsbigbrothertv	com	7/14/2006
deliveryorlando	com	7/15/2006
digitalmediamaster	com	8/26/2006
digitalmoviemaster	com	8/26/2006
digitalmusicmaster	com	10/31/2005
dr-speed	com	3/3/2006
drspeed	com	2/17/2006
everlastingpopstopper	com	11/20/2005
fadfreediet	com	5/4/2006
free-spyware-removal	info	8/18/2006
free-spyware-removers	info	8/18/2006
freepopstopper	com	9/12/2005
freeremoverspyware	biz	10/20/2005
freespyware		10/20/2005
freespywareremoval		10/20/2005
freespywareremover	biz	10/20/2005
halo2	biz	
halo2	us	
	com	
	net	
	com	1/25/2006
memmechanic	com	7/29/2006
mp3-napster-tutor	com	

Domain Name	TLD	Exp. Date
mp3mastercdburningsoftware	com	7/24/2006
pcslatecleaner	com	9/23/2005
privacyassistant	com	6/13/2006
removespyware	biz	10/20/2005
slatecleaner	com	9/23/2005
spamsargeant	com	7/1/2006
spamsargent	com	7/1/2006
spamsergeant	com	7/1/2006
spywarecentral	biz	10/20/2005
spywaredetect	biz	10/20/2005
spywareeliminator	com	8/27/2006
spyware nuker	biz	10/20/2005
spywareremoval	biz	10/20/2005
spywareremovalutility	biz	10/20/2005
spywareremover	biz	10/20/2005
symunsez	com	10/4/2005
themp3master	com	7/9/2006
theonlinegalleria	com	7/12/2006

SCHEDULE D

MISCELLANEOUS IP

IP Addresses

Internap IP Block: 64.94.239.32/27
Spiderhost IP Block: 66.192.102.192/28

Customer List

The Customer List of Schedule 4.18 of the Purchase Agreement is incorporated herein by this reference.