

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	Intellectual Property Agreement
-----------------------	---------------------------------

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Breakwater Security Associates, Inc.		02/08/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Perimeter Internetworking Corp.
Street Address:	440 Wheeler Farm Road, Suite 202
Internal Address:	Attn: Jed Kalkstein
City:	Milford
State/Country:	CONNECTICUT
Postal Code:	06460
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2179322	BREAKWATER
Registration Number:	2549532	BREAKWATER
Registration Number:	2614296	BREAKWATER SAFE HARBOR FOR E-BUSINESS
Registration Number:	2738799	BREAKWATER SAFE HARBOR FOR YOUR BUSINESS
Registration Number:	2343716	B-SECURE

CORRESPONDENCE DATA

Fax Number: (860)548-2600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 860-509-5339
 Email: sgervais@uks.com
 Correspondent Name: Shannon F. Gervais
 Address Line 1: One State Street
 Address Line 2: 24th Floor
 Address Line 4: Hartford, CONNECTICUT 06103

OP \$140.00 2179322

ATTORNEY DOCKET NUMBER:	55619-5
NAME OF SUBMITTER:	Shannon F. Gervais
Signature:	/Shannon F Gervais/
Date:	03/01/2006
Total Attachments: 6 source=Intellectual Property Agreement#page1.tif source=Intellectual Property Agreement#page2.tif source=Intellectual Property Agreement#page3.tif source=Intellectual Property Agreement#page4.tif source=Intellectual Property Agreement#page5.tif source=Intellectual Property Agreement#page6.tif	

INTELLECTUAL PROPERTY AGREEMENT

This **INTELLECTUAL PROPERTY AGREEMENT** dated as of February 8 2006 (this "**Agreement**"), and effective as of the Effective Date (as defined by the Purchase Agreement, as defined below), is made by and between **BREAKWATER SECURITY ASSOCIATES, INC.**, a Washington corporation (the "**Assignor**" or "**Licensee**") and **PERIMETER INTERNETWORKING CORP.**, a Delaware corporation (the "**Assignee**" or "**Licensor**").

WHEREAS, Assignee and Assignor have entered into an Asset Purchase and Sale Agreement (the "**Purchase Agreement**") dated as of the date hereof, pursuant to which, Assignee is to acquire certain Intellectual Property Rights (as defined therein) owned or held by Assignor.

NOW, THEREFORE, for good and valuable consideration paid pursuant to the terms and conditions of the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment.

(a) Assignor holds or owns those Intellectual Property Rights being conveyed as set forth on **Exhibit A** attached hereto.

(b) Assignor hereby transfers and assigns to Assignee, pursuant to the terms of the Purchase Agreement, all of its rights in and to such Intellectual Property Rights listed on **Exhibit A**, and goodwill associated therewith (collectively, the "**Assigned Intellectual Property Rights**").

2. License.

(a) Licensor hereby grants to Licensee a non-exclusive, non-transferable license (the "**License**") to use the "NTI/Breakwater" and "Breakwater Federal" trademark and trade name (collectively, the "**Marks**") solely in conjunction with the operation of the Excluded Business (as defined in the Purchase Agreement). The term of the License shall commence on the date hereof and continue for six (6) months thereafter, provided that the License may be renewed by the mutual agreement of the parties for an additional three (3) months after the expiration of the initial 6-month term.

(b) Licensor makes no representations or warranties to Licensee regarding the Marks.

(c) Except for the non-exclusive rights to use the Marks under the License, as granted herein, Licensor reserves all rights in and to the Marks, including, without limitation, all rights to further use, exploitation and modification of the Marks.

(d) Licensee agrees to use the Marks only in the United States of America (the “Territory”), and in the form and manner and with appropriate legends as prescribed from time to time by Licensor. Licensee shall use the “TM” designation with the Marks until notice of registration, after which notice the “®” designation shall be used. Licensee shall use such copyright notices as may be prescribed by Licensor.

(e) Licensee agrees that the nature and quality of all use of the Marks in connection with the Excluded Business shall conform to standards set by, and be under the control of, Licensor. Licensee shall not alter or modify the Marks or conjoin the Marks or make composite marks with other marks without Licensor’s express written permission. All use of the Marks by Licensee shall be subject to the reasonable approval of Licensor. The form of all use by Licensee of the Marks must be pre-approved by Licensor. Prior to use of the Marks by Licensee, Licensee shall submit to Licensor for pre-approval the forms of all literature, documents, packaging, labels, web sites or other materials bearing the Marks and shall afford Licensor a reasonable opportunity (not less than fifteen (15) business days) to approve or reject such uses. In the event that Licensor does not approve or reject such materials, such materials shall be deemed accepted.

(f) Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of goods or services using the Marks. Licensee agrees to notify Licensor of any unauthorized use of the Marks, or a confusingly similar mark, by others promptly as it comes to Licensee’s attention. Licensor shall have the right and discretion to bring infringement or unfair competition proceedings involving the Marks, but it may, in its sole discretion, delegate that right to Licensee. The cost of any enforcement action shall be borne by Licensor. The recovery of damages or other compensation relating to any such infringement shall be the property of Licensor. Licensee agrees that (i) ownership of the Marks and the goodwill relating thereto is vested solely in Licensor, that Licensee’s use of the Marks shall inure exclusively to the benefit of Licensor and that Licensee shall not acquire any rights in the Marks resulting from its use of the Marks, and (ii) it will never challenge, contest or question, directly or indirectly, the validity of Licensor’s ownership of the Marks, or any mark containing or consisting of the Marks or any applications or registrations thereof by Licensor anywhere in the world. Licensee agrees that it will never apply for or permit registration of the Marks or any words that are confusingly similar to the Marks, or make any type of application or filing that would affect Licensor’s ownership of the Marks, nor take any action, or fail to take any action, which would affect or impair Licensor’s rights in and to the Marks anywhere in the world.

(g) The License may be terminated by either party upon written notice of a breach that remains uncured, absent commercially reasonable efforts by the breaching party to effect such cure, for thirty (30) days after such written notice. The License may be terminated by Licensor: (i) on not less than three (3) days’ prior written notice from Licensor to Licensee upon the sale, winding-up, consolidation or merger of Licensee, or governmental sequestration of its assets, (ii) if Licensee, or its affiliates, members, managers, officers, directors, employees, or agents take(s) any action in connection with the sale, advertising, distribution, dissemination, or promotion of the Marks that damages, causes a lien, encumbrance, order or judgment upon the Marks, or reflects adversely upon Licensor or the Marks, unless Licensee remedies this breach to

Licensors' satisfaction within ten (10) days, (iii) if Licensee fails to make commercial use of the Marks in the Territory for a period of one (1) or more months or (iv) the Licensee's use of the Marks has caused confusion in the marketplace as to the source of the business, goods or services of Licensor and Licensee. The License will automatically terminate without further action or notice if (A) Licensee dissolves or ceases to do business for more than thirty (30) consecutive days, unless otherwise agreed upon in writing by the parties, or (B) if Licensee makes any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or if Licensee files a petition in bankruptcy or is adjudicated bankrupt or insolvent. Upon termination of this License, Licensee agrees to discontinue all use of the Marks. At Licensor's sole discretion, Licensor may (x) provide Licensee a specified amount of time to use the Marks, or (y) require Licensee to dispose of the inventory at Licensee's expense. If Licensee terminates the License, at Licensor's sole discretion, Licensee may be required to fulfill orders or complete service contracts in existence or substantially completed on the date that notice of termination is received by Licensor, even if completion of said orders extends beyond the termination date.

(h) Licensee hereby warrants and undertakes, for and on behalf of itself and its sublicensees, that it shall indemnify, defend and hold harmless Licensor and its affiliates, franchisees, successors and assigns from and against any and all claims, losses or liabilities whatsoever (including reasonable attorneys' and accountants' fees) that may directly or indirectly arise from or in connection with (i) the breach by Licensee of any of its obligations under the License or (ii) Licensee's actions or omissions relating to Licensee's use of the Marks or promotion, sale or service of Licensee's products or services bearing the Marks.

(i) At any time after the expiration of the License, Licensee may request that Licensor transfer rights to the Marks to Licensor, and Licensor may thereafter assign such in its sole discretion.

3. **Consideration Acknowledged.** The Assignor hereto acknowledges that the consideration set forth in the Purchase Agreement is sufficient for the agreements set forth herein.

4. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to any choice of law or conflict of law provisions or rules.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

EXHIBIT A

Assigned Intellectual Property Rights.

1. Domain name registration for: www.breakwatersecurity.com, subject to the terms of the License to use the Marks BREAKWATER and BREAKWATER and Design.
2. Domain name registration for: www.breakwatersecurity.net, subject to the terms of the License to use the Marks BREAKWATER and BREAKWATER and Design.
3. The following trademarks
 - A. BREAKWATER (U.S. registration no. 2179322)
 - B. BREAKWATER and Design (U.S. registration no. 2549532)
 - C. BREAKWATER SAFE HARBOR FOR E-BUSINESS
(U.S. registration no. 2614296)
 - D. BREAKWATER SAFE HARBOR FOR YOUR BUSINESS
(U.S. registration no. 2738799)
 - E. B-SECURE (U.S. registration no. 2343716)