

Date:

04/19/2006

Total Attachments: 4

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Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is dated August (6), 2004 by and among Shieldcoat Technologies, Inc., a Texas corporation ("Assignee"), and Cybershield of Texas, Inc., a Delaware corporation ("Cybershield Texas"), Cybershield, Inc., a Delaware corporation ("Cybershield"), and Cybershield International, Inc., a Delaware corporation ("Cybershield International," which together with Cybershield Texas and Cybershield shall collectively be referred to as "Assignors") (Assignors and Assignee each a "Party" and collectively the "Parties").

PRELIMINARY STATEMENTS

A. Under the terms of that certain Asset Purchase Agreement, as in the form executed of even date herewith (the "Purchase Agreement"), by and among Assignors and Assignee, Assignee desires to purchase and Assignors desire to assign, transfer and sell substantially all of Assignors' assets, including the Marks (as defined below), and Assignors desire to assign certain liabilities of Assignors.

B. Assignors desire to assign to Assignee, and Assignee desires to acquire from Assignors, the Marks under the terms and conditions of this Agreement.

C. The Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Assignment of the Marks.** In consideration for the purchase price and other consideration to be provided by Assignors to Assignee under the Purchase Agreement, Assignors hereby expressly sell, assign, transfer and convey to Assignee any and all of their rights, title, interest in and to the trademarks and/or service marks set forth in *Schedule 1* to this Agreement (the "Marks"). As of the Effective Date, Assignee shall own all of Assignors' rights, title and interest in and to, and have all obligations, liabilities, and responsibilities in connection with, the Marks, and none of the Assignors shall have any further obligations, liabilities, and responsibilities in connection with the Marks.

2. **Disclaimer of Warranties.** ASSIGNORS SELL, ASSIGN, TRANSFER, CONVEY, AND DELIVER THE MARKS, AND EACH AND EVERY OF THEIR RIGHTS, TITLE, AND INTEREST IN AND TO THE MARKS, "AS IS", "WHERE IS", "WITH ALL FAULTS" AND WITH NO EXPRESS OR IMPLIED WARRANTIES. ASSIGNORS DO NOT MAKE, EITHER JOINTLY OR SEVERALLY, ANY REPRESENTATIONS OR WARRANTIES, AND HEREBY EXPRESSLY DISCLAIM ANY AND ALL EXPRESS, IMPLIED, AND STATUTORY REPRESENTATIONS AND WARRANTIES, IN CONNECTION WITH THE MARKS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

3. Further Assurance. Assignors from time to time hereafter and without further consideration, upon reasonable request of Assignee, covenant and agree to execute and deliver all such other and additional instruments and other documents, and to take all other actions, as may be reasonably necessary to more effectively grant, convey, and assign all of Assignors rights, title and interest in and to the Marks to Assignee and facilitate the recognition of the transferred ownership of such rights, title and interest in Assignee by all third parties and applicable governmental agencies and authorities.

4. Relationship to the Purchase Agreement. The terms of the Purchase Agreement (including the definition and usage provisions) are incorporated herein by this reference, and will remain in full force and effect to the full extent provided therein; provided, however, that, to the extent there is any conflict or inconsistency between any terms, conditions or provisions of the Purchase Agreement and any terms, conditions or provisions of this Agreement, the terms, conditions, and provisions of this Agreement will control.

5. Successors and Assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties.

6. Entire Agreement; Modification; Waiver. This Agreement constitutes (along with the Purchase Agreement, subject to the provisions of Section 4 of this Agreement) a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended except by a written document executed by the Parties. A waiver of any term, condition or provision in this Agreement by either Party shall be valid only if given in writing and only in the instance for which given and shall not be deemed continuing; further, any such waiver shall not be construed as a waiver of any other provision of this Agreement. Failure to exercise or assert any right or remedy shall not constitute a waiver of such right or remedy or of the same right or remedy in another case or of any other right or remedy.

7. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

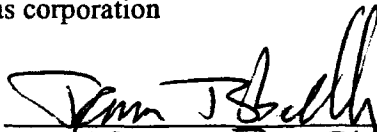
8. Headings. The section headings contained in this Agreement are provided for convenience only and should not affect the construction or interpretation of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflicts of laws principles that would require the application of the law of any other jurisdiction.

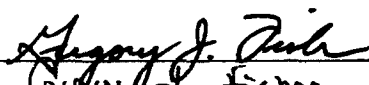
10. Counterparts. This Agreement may be executed in one or more counterparts.

The Parties have executed this Agreement as of the date indicated in the first sentence.

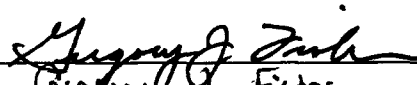
SHIELDCOAT TECHNOLOGIES, INC.,
A Texas corporation

By: 
Name: James I. Sirelly
Title: President

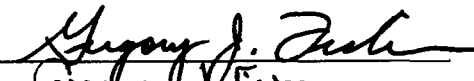
CYBERSHIELD OF TEXAS, INC.,
A Delaware corporation

By: 
Name: Gregory J. Fisher
Title: Vice President

CYBERSHIELD, INC.,
A Delaware corporation



By: 
Name: Gregory J. Fisher
Title: Vice President

CYBERSHIELD INTERNATIONAL, INC.,
A Delaware corporation

By: 
Name: Gregory J. Fisher
Title: Vice President

Schedule 1

Marks

<u>No.</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Serial No.</u>
1.	--	EXACT	June 6, 2002	76/417,831
2.	2,576,502	 CYBERSHIELD	August 25, 1999	75/785,863
3.	2,483,419		August 25, 1999	75/784,613
4.	2,571,891	CYBERSHIELD	August 2, 1999	75/766,417
5.	1,678,852	COMPUSHIELD	May 9, 1988	73/726,969