

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	LICENSE
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Symantec Corporation		05/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Passgo Technologies Limited
Street Address:	Horton Manor
Internal Address:	Horton Cross, Ilminster
City:	Somerset
State/Country:	UNITED KINGDOM
Postal Code:	TA19 9PY
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2947022	WEBDEFENDER

CORRESPONDENCE DATA

Fax Number: (919)416-8339
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 919 286-8049
 Email: PTO_TMconfirmation@mvalaw.com
 Correspondent Name: Moore & Van Allen PLLC
 Address Line 1: 430 Davis Drive
 Address Line 2: Suite 500
 Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	012876.13LICENSETPASSGJWJ
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DOMESTIC REPRESENTATIVE

Name: Joyce W. Jenzano

OP \$40.00 2947022

Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

NAME OF SUBMITTER:	Joyce W. Jenzano
Signature:	/Joyce W. Jenzano/
Date:	06/06/2006

Total Attachments: 4
source=license agree-t Symantec Passgo#page1.tif
source=license agree-t Symantec Passgo#page2.tif
source=license agree-t Symantec Passgo#page3.tif
source=license agree-t Symantec Passgo#page4.tif

THIS AGREEMENT is made the 3rd day of May 2006

BETWEEN:

- (1) **SYMANTEC CORPORATION** a company incorporated in Delaware whose principal place of business is 20330 Stevens Creek Boulevard, Cupertino, CA 95014, United States of America (the "Licensor"); and
- (2) **PASSGO TECHNOLOGIES LIMITED** a company incorporated under the laws of England and Wales (company no. 04222450), whose registered office is at Horton Manor, Horton Cross, Ilminster, Somerset TA19 9PY (the "Licensee").

Recitals:

(A) The Mark

Axent Technologies, Inc. is recorded as the owner of the WEBDEFENDER trademark (the "Mark") in the United States and the registration thereof in the United States Patent and Trademark Office (Registration No. 2947022) for use in connection with "computer software for controlling access to resources on global computer information network through one-time password token based authentication" (the "Goods").

(B) Chain of Title

- (i) Axent Technologies, Inc. changed its name to Symantec ATI Corporation on 13 June 2001.
- (ii) As part of an amalgamation and restructuring of the Symantec group of companies, (i) Symantec ATI Corporation was converted to a Delaware limited liability company called Symantec ATI LLC on 19 March 2003, (ii) Symantec ATI LLC was dissolved and cancelled on 30 March 2004 and all of its assets and liabilities were succeeded to by Symantec Corporation.
- (iii) The Licensor is therefore the owner of the Mark.

(C) Licence

- (i) Symantec Technologies (Development) Limited, Symantec ATI Corporation and Axent Technologies I, Inc. (together "Symantec") entered into a Licence and Option Agreement with the effective date 24 August 2001 (the "Main Agreement") with the Licensee (then called Quayshelfco 848 Limited).
- (ii) Under the Main Agreement Symantec granted to the Licensee an exclusive worldwide licence to use the Mark in relation to, and to be registered as a licensee of the Mark in respect of, the Goods.
- (iii) At the date of the Main Agreement Axent Technologies Inc was known as Symantec ATI Corporation (a party to the Main Agreement). The Licensor is the successor of all of the rights and obligations of Symantec ATI Corporation under the Main Agreement and is therefore entitled to enter into this licence granting to the Licensee the right to use the Mark.

Operative Provisions:

- 1 The Licensor hereby grants to the Licensee an exclusive worldwide licence to use the Mark in relation to the Goods.
- 2 The Licensee hereby undertakes to comply with the terms of the Main Agreement.
- 3 This Agreement shall terminate automatically on the termination of the Main Agreement, whereupon the Licensee will, if so requested, co-operate with the Licensor to secure the Licensee's removal as a licensee of the Mark at any trade marks registry where the Licensee has been so recorded.
- 4 In this paragraph 4, "Dispute" means any past, present or proposed claims actions, disputes or litigation concerning the Mark, including without limitation any claim, action, dispute or litigation that:
 - (a) the Mark infringes the intellectual property rights of any third party; or
 - (b) any third party infringes the intellectual property rights in the Mark.

Under clause 9.3 of the Main Agreement, if any new Dispute arises after the Effective Date, the Licensee shall be responsible for that Dispute and the Licensor shall allow the Licensee control of proceedings in relation to that Dispute (and shall not attempt to settle or otherwise compromise such proceedings) and shall at the Licensee's expense provide Licensee with such assistance in relation to that Dispute as the Licensee may reasonably request.


5 Under clause 9.8 of the Main Agreement, while the Main Agreement is in force, either the Licensor or the Licensee may, but shall not be obliged to, take proceedings against any infringement of the Mark and the following provisions shall apply in the event that either the Licensor or the Licensee issues such proceedings:

(a) whichever of the Licensor or the Licensee has not issued proceedings shall give that other any practical assistance free of charge reasonably requested by it in connection with such proceedings; and


(b) whichever of the Licensor or the Licensee has issued proceedings shall keep the other fully informed about them.

6 The Licensee shall be solely responsible for the nature and quality of its Goods bearing the Mark, provided such Goods shall meet such standards of quality and specifications as may be established by the Licensor from time to time. In order to assure such compliance, the Licensor, or its representatives, shall have the right, from time to time and at all reasonable times, to inspect the Licensee's Goods bearing the Mark. The Licensee shall have a reasonable opportunity to cure any defects in its Goods. The Licensee agrees to submit samples of Goods bearing the Mark from time to time upon the Licensor's request.

IN WITNESS whereof the parties to this Agreement have executed it the day and year first above written

SIGNED by )
duly authorised for and on behalf of)
SYMANTEC CORPORATION)



SIGNED by )
duly authorised for and on behalf of)
PASSGO TECHNOLOGIES LIMITED)