

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
BSAFE ONLINE, INC.		01/01/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	BSECURE TECHNOLOGIES, INC.		
Street Address:	99 Elgin Parkway, Suite 17		
City:	Ft. Walton Beach		
State/Country:	FLORIDA		
Postal Code:	32549-1149		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2796120	BSECURE	
Serial Number:	78732312	POWERED BY BSECURE TECHNOLOGIES	
Serial Number:	78732314	POWERED BY BSECURE TECHNOLOGIES	
Serial Number:	78732316	BSECURE	
Serial Number:	78732317	BSECURE	
Serial Number:	78732318	BSECURE TECHNOLOGIES	
Serial Number:	78722993	SECURE SPOT	
Serial Number:	78722996	SECURE SPOT	
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jmuennink@jenkens.com		
Correspondent Name:	Cathryn A. Berryman/Jenkens & Gilchrist		
Address Line 1:	1445 Ross Ave., Suite 3700		
Address Line 4:	Dallas, TEXAS 75202		

CH \$215.00 2796120

ATTORNEY DOCKET NUMBER:	65187-00001
NAME OF SUBMITTER:	Cathryn A. Berryman
Signature:	/Cathryn A. Berryman/
Date:	06/15/2006
Total Attachments: 3 source=bsafe to besecure technologies assgnment#page1.tif source=bsafe to besecure technologies assgnment#page2.tif source=bsafe to besecure technologies assgnment#page3.tif	

ASSIGNMENT

This Assignment is made and entered into effective as of January 1, 2006 by BSAFE ONLINE, INC., a Texas corporation having principal offices at 99 Elgin Parkway, Suite 17, Ft. Walton Beach, Florida 32549-1149 ("Assignor"), and BSECURE TECHNOLOGIES, INC., a Delaware corporation with principal offices at 99 Eglin Parkway, Suite 17, Ft. Walton Beach, Florida 32549-1149 ("Assignee").

WHEREAS, Assignor is the registrant and owner of record of certain trademarks and trademark applications, including those set forth in Schedule 1 (collectively, the "Trademarks"), certain copyrights and copyright registrations including those set forth in Schedule 1 (collectively, the "Copyrights") and certain patents and patent applications including those set forth in Schedule 1 (collectively, the "Patents", and together with Copyrights and Trademarks, collectively referred to as the "Assets"); and

WHEREAS, as of the Effective Date, Assignee is the subsidiary of Assignor and the successor to the entire portion of Assignor's business to which the Assets pertain, which business is ongoing and existing; and

WHEREAS, Assignor has agreed to transfer all of its ownership interests in and to the Assets to Assignee in exchange for its issuance of certain common stock certificates of Assignee to Assignor as more particularly described in the Certificate of Incorporation, the Bylaws and other organizational documents of Assignee, and Assignee has agreed to accept such Assets on the terms and conditions contained therein; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all rights in and to the Assets.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in the Assets, including domestic and foreign rights, including without limitation: (i) all goodwill of the entire portion of Assignor's business to which the Assets pertain; (ii) any and all patents, copyrights and trademarks and all and all divisionals, continuations, reissues, substitutions, continuations-in-part, extensions, applications, registrations or certificates or renewals that may be issued or granted therefor; (iii) all income, royalties, damages and payments now or hereafter due or payable in respect to the Assets; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Assets, throughout the entire world; and (v) the right throughout the world to file applications and/or renewals and obtain patents, copyrights and trademarks registrations in the Assets in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor represents and warrants to Assignee that: (i) it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas; and (ii) it has the full

right, power and authority to enter into this Assignment and grant the rights granted in this Assignment.

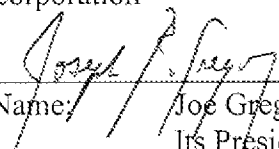
Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives.

Assignor hereby agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Assets; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce its rights under the Assets.

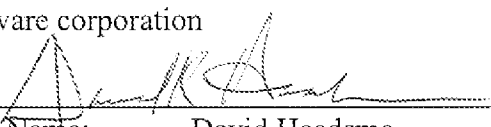
Assignor and Assignee acknowledge and agree that certain of the Assets are assigned subject to that certain Intellectual Property Security Agreement between Assignor and Joseph R. Gregory dated June 6, 2005, and recorded in the United States Patent and Trademark Office at Reel/Frame 016323/0464 (patents) and Reel/Frame 3131/0134 (trademarks) and the United States Copyright Office at Microfiche V3527 D971 (COHD).

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

BSAFE ONLINE, INC.,
a Texas corporation

By: 
Printed Name: Joe Gregory
Title: Its President

BSECURE TECHNOLOGIES, INC.,
a Delaware corporation

By: 
Printed Name: David Haadsma
Title: Its President

SCHEDULE 1

Copyrights

Reg. No. & Date

Bsecure Version 4.0 source code

TXu-1-109-342 (March 18, 2003)

Patents

Serial No./Issuance No. & Date

“Method of Searching Services in
a Distributed Network”

6,871,226 (Issued March 22, 2005)

“Method of Providing Accountability
Relationships ”

10/766,563 (Filed January 26, 2004)

“Method of and System for Transparent
of Bridging of Data in Networks”

60/754954 (Filed December 29, 2005)

Trademarks

Reg. No./Serial No

BSECURE
POWERED BY BSECURE TECHNOLOGIES
POWERED BY BSECURE TECHNOLOGIES
BSECURE
BSECURE
BSECURE TECHNOLOGIES
SECURE SPOT
SECURE SPOT

U.S. Reg. No. 2796120
U.S. Serial No. 78/732312 (Cl. 9)
U.S. Serial No. 78/732314 (Cl. 42)
U.S. Serial No. 78/732316 (Cl. 9)
U.S. Serial No. 78/732317 (Cl. 42)
U.S. Serial No. 78/732318 (Cl. 42)
U.S. Serial No. 78/722993 (Cl. 9)
U.S. Serial No. 78/722996 (Cl. 42)