

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
Red Cliff Solutions, LLC		01/01/2006	LIMITED LIABILITY COMPANY: UTAH
RECEIVING PARTY DATA			
Name:	Perimeter Internetworking Corp.		
Street Address:	440 Wheelers Farm Road		
City:	Milford		
State/Country:	CONNECTICUT		
Postal Code:	06461		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78756481	RED CLIFF	
Serial Number:	78756492	RED CLIFF SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(801)364-9127		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801-530-7388		
Email:	jhrees@cnmlaw.com		
Correspondent Name:	John H. Rees		
Address Line 1:	10 East South Temple		
Address Line 2:	Zions Bank Building		
Address Line 4:	Salt Lake City, UTAH 84133		
ATTORNEY DOCKET NUMBER:	04282.1		
NAME OF SUBMITTER:	John H. Rees		
Signature:	/John H. Rees/		

OP \$65.00 78756481

Date:

08/29/2006

Total Attachments: 5

source=ASSIGNMENT RED CLIFF#page1.tif

source=ASSIGNMENT RED CLIFF#page2.tif

source=ASSIGNMENT RED CLIFF#page3.tif

source=ASSIGNMENT RED CLIFF#page4.tif

source=ASSIGNMENT RED CLIFF#page5.tif

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") is made and entered into between Red Cliff Solutions, LLC, a Utah limited liability company ("Assignor"), and Perimeter Internetworking Corp., a Delaware corporation ("Assignee").

RECITALS

A. Assignor has adopted, has used and is using, itself or through related companies, and is the owner of all right, title and interest in and to the respective trademarks of Assignor listed on the attached Exhibit A, which is incorporated into this Assignment by this reference (collectively the "Trademarks").

B. Assignee has acquired the assets of Assignor and as part of that transaction, Assignor desires to assign the Trademarks to Assignee.

ASSIGNMENT


In exchange for good and valuable consideration, the sufficiency and receipt of which are acknowledged, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, all right, title and interest in and to its respective trademarks, all pending applications and registrations for and of such respective trademarks, together with the goodwill of the business symbolized by such trademarks, including the Trademarks. Assignor agrees to cooperate with Assignee, execute and deliver such other documents, instruments of sale, assignment, transfer, conveyance and recordation, files, books and records, and to do all such other acts and things as Assignee may reasonably request to secure for Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, all pending applications, registrations, and goodwill relating to such Trademarks. The Commissioner of Patents and Trademarks and the applicable state agencies and representatives are requested to permit the recordation of this Assignment and to make corresponding changes to their respective registries to identify Assignee as owner of the Trademarks, pending applications, and registrations.

[This portion of the page is intentionally left blank]

Dated effective January 1, 2006.

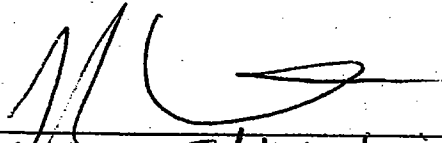
ASSIGNOR

RED CLIFF SOLUTIONS, LLC

By 
Printed Name: Kevin Prince
Title: President

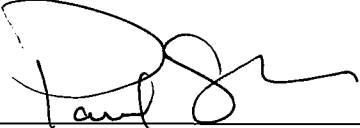
ASSIGNEE

PERIMETER INTERNETWORKING CORP.

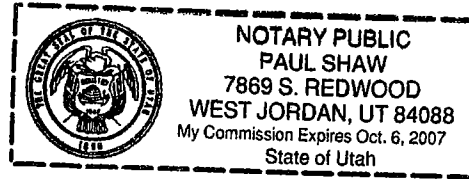
By 
Printed Name: Ted Kallestam
Title: SUP

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7 day of August, 2006 by Kevin Prince, President of Red Cliff Solutions, LLC.



NOTARY PUBLIC



My Commission Expires: OCT 6, 2007
Residing At: WEST JORDAN, UT

EXHIBIT A
TRADEMARKS

<u>Mark</u>	<u>Registration/Serial No.</u>
RED CLIFF SOLUTIONS	78/756,492
RED CLIFF	78/756,481

469338.1