

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Forum Systems, Inc.		08/31/2006	CORPORATION: UTAH

**RECEIVING PARTY DATA**

<b>Name:</b>	RAM Opportunity Fund I, L.L.C.
<b>Street Address:</b>	2100 Enterprise Avenue
<b>Internal Address:</b>	c/o Ritchie Capital Management, L.L.C.
<b>City:</b>	Geneva
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60134
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Serial Number:	76415253	FORUM SYSTEMS
Serial Number:	76415255	XCORE
Serial Number:	76415282	XSCREEN
Serial Number:	76417717	XWALL
Registration Number:	2748117	FORUM NETWORKS
Serial Number:	78180690	FORUM SENTRY
Serial Number:	78180686	FORUM PROTEGO
Serial Number:	78184273	PRESIDIO
Serial Number:	78184312	FORUM PRESIDIO
Serial Number:	78262420	DYNAMIC CONTENT SECURITY PARSER
Serial Number:	78262432	DCSP
Serial Number:	78208007	ENOTARY
Serial Number:	78242780	ATTENTION ALL DATA

**CH \$890.00 76415253**

Serial Number:	78242377	DEEP DEFENSIVE FILTERING
Serial Number:	78242386	DYNAMIC ONE-PASS FILTERING
Serial Number:	78242877	MANAGING AND ACCELERATING WEB SERVICES SECURITY
Serial Number:	78242897	XML WEB SERVICES SECURITY
Serial Number:	78261348	XML'S DIRTY LITTLE SECRET
Serial Number:	78273806	XML INTRUSION PREVENTION
Serial Number:	78273820	XIP
Serial Number:	78273841	XML INTRUSION DETECTION
Serial Number:	78273873	XML INTRUSION PROTECTION
Serial Number:	78273886	XML INTRUSION DETECTION/PREVENTION
Serial Number:	78311905	WEB SERVICES SCANNER
Serial Number:	78312281	WEB SERVICES SENSOR
Serial Number:	76552740	THREAT PROTECTION TRUST MANAGEMENT
Serial Number:	78312312	XPROBE
Serial Number:	78316541	WEB SERVICES INTRUSION PREVENTION
Serial Number:	78330505	SSL IS NOT ENOUGH
Serial Number:	78330507	ANATOMY OF A WEB SERVICES ATTACK
Serial Number:	78345587	WEB SERVICES FIREWALL
Serial Number:	78353719	XPOSE
Serial Number:	78385519	XBLADE
Serial Number:	78615962	XAV
Serial Number:	78669052	XRAY

**CORRESPONDENCE DATA**

Fax Number: (202)842-7899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202 842-7800  
Email: trademarks@cooley.com  
Correspondent Name: Paul Yoo  
Address Line 1: 875 15th St. N.W., Suite 800  
Address Line 2: The Bowen Building  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-2221

ATTORNEY DOCKET NUMBER:	306220-100
NAME OF SUBMITTER:	Susan G. Mobley
Signature:	/Susan G. Mobley/

Date:

10/10/2006

**Total Attachments: 15**

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**SECURITY AGREEMENT -- TRADEMARKS,  
PATENTS AND COPYRIGHTS**

THIS SECURITY AGREEMENT -- TRADEMARKS, PATENTS AND COPYRIGHTS (this "Security Agreement") is made as of August 31, 2006 between Forum Systems, Inc., a Utah corporation (the "Company"), and RAM Opportunity Fund I, L.L.C. (the "Secured Party").

WHEREAS, the Company has adopted and is using the trademarks, trade names and designs listed in Schedule A annexed to this Security Agreement and made a part hereof; and

WHEREAS, the Company has informed the Secured Party that it owns the patents, patent applications and copyrights listed in Schedule A hereto; and

WHEREAS, the Secured Party has agreed to loan the Company up to \$260,000 (the "Loan Amount"), which is to be evidenced by a Convertible Promissory Note from the Company to the Secured Party (the "Note"); and

WHEREAS, as a condition to the Secured Party's purchase from the Company of the Note, the Secured Party requires the execution and delivery of this Security Agreement by the Company.

Accordingly, the Company and the Secured Party, intending to be legally bound, agree that, as security for the full and timely payment of the obligations under the Note and the performance of the obligations of the Company under the Note and this Security Agreement (collectively, the "Obligations"), the Company hereby mortgages and pledges to the Secured Party, and assigns and grants to the Secured Party a lien and security interest in, all its right, title and interest in and to all of the following:

(A) (i) each of the trademarks, trade names and designs described in Schedule A to this Security Agreement, and any other trademarks, trade names and designs that the Company may adopt and use, in the United States or foreign countries, in connection with its business after the date of this Security Agreement (collectively, the "Trademarks"), together with the good will of the business symbolized thereby; (ii) all registrations and pending trademark applications owned presently or obtained or filed hereafter, both in the United States and in foreign countries; (iii) all records of the Company relating to the distribution of products bearing the Trademarks; and (iv) any and all proceeds of the foregoing, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition (collectively, the "Trademarks Collateral"); and

(B) (i) each of the patents and patent applications, including the inventions disclosed or claimed therein, described in Schedule A to this Security Agreement, and any other patents and patent applications and similar legal protection, both domestic and foreign, including all continuations, extensions, renewals, substitutes, divisions or reissues thereof, that the Company may acquire after the date of this Security Agreement

(collectively, the "Patents"); and (ii) any and all proceeds of the Patents, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition (the "Proceeds" and, together with the Patents, the "Patents Collateral"); and

(C) (i) all United States original works or authorship fixed in any tangible medium of expression, all right, title and interest therein and thereto, and all United States registrations and recordings thereof, including without limitation, applications, registrations, and recordings in the United States Copyright Office or in any similar office or agency in the United States, or any State thereof, all whether now owned or hereafter acquired by the Company, including, but not limited to, those described on Schedule A annexed hereto and made a part hereof; and (ii) all extensions and renewals thereof (collectively, the "Copyrights Collateral"); and

(D) certain other intellectual property, which shall include, without limitation, all designs, concepts, discoveries, ideas, improvements, inventions, formulae, processes, techniques, works of authorship, mask works, data (whether or not patentable or registrable under copyright or similar statutes), object code, algorithms, blueprints, layouts, integrated circuit die or wafers, marks, microcode, programs, procedures, schematics, sketches, source code, specifications, strategies, subroutines, research, test results, hardware, software (as such term is defined in the Uniform Commercial Code as enacted in the State of New York (the "UCC")), license rights, trade secrets and any material constituting a trade secret, methods, know-how, specifications, and customer lists, proprietary technology and any information relating thereto, regardless of any contrary interpretation of such term as now or hereafter used in the UCC; or which relates to or arises out of the use, function, development, improvement or any additions or modifications to the Patents Collateral, the Trademarks Collateral or the Copyrights Collateral (collectively, the "General Intangibles Collateral" and, together with the Trademarks Collateral, the Patents Collateral and the Copyrights Collateral, the "Intellectual Property Collateral") and pertains to the Company's business enterprise. In connection with the foregoing, the parties further agree as follows:

1. The Company represents and warrants, to its knowledge, that it is the owner of its Intellectual Property Collateral and has the right and power to make the mortgage and pledge and grant the security interest granted in this Security Agreement; and that the Intellectual Property Collateral is free of all liens and encumbrances, except for liens and encumbrances in favor of the Secured Party. Further, the Company represents and warrants, to its knowledge, that the Intellectual Property Collateral constitutes all of the intellectual property owned by the Company. The Company shall retain the full legal and equitable title to the Intellectual Property Collateral and, provided there exists no Event of Default that is continuing, the Company shall have the right to use and register the Intellectual Property Collateral in the ordinary course of its business. The Company agrees that it will not sell, transfer, assign or grant a lien or security interest in any of the Intellectual Property Collateral except as permitted hereunder without the prior consent of the Secured Party. Upon payment and performance in full of the Obligations, this Security Agreement shall terminate and be of no further force and

effect and the Secured Party shall thereupon terminate its security interest in the Intellectual Property Collateral. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. For the purposes of this Agreement, “Event of Default” shall mean the occurrence of any of the following: (i) the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary; (ii) a receiver or custodian, as those terms are defined under the Bankruptcy Code of 1978, as amended, Title 11, U.S.C. (the “Bankruptcy Code”), of any of the Company’s property is appointed or exists; (iii) the Company makes any assignment for the benefit of creditors; (iv) any petition initiating any case is filed by or against the Company under the Bankruptcy Code or under any other applicable federal or state law relating to creditor rights and remedies, or (v) the Company shall fail to perform any of its obligations under the terms of any of the Note.

2. (a) The Company will use commercially reasonable efforts to, and shall take the steps reasonably requested by the Secured Party to, maintain and defend (i) the Trademarks and registrations of the Trademarks in the United States Patent and Trademark Office, or any similar office, including, without limitation, filing of affidavits of use and incontestability and renewal applications, prosecution of trademark applications, and taking part in opposition, interference and cancellation proceedings; (ii) the Patents in the United States Patent and Trademark Office and foreign patent offices, or any similar office, including without limitation, prosecution of patent applications, payment of maintenance fees and annuities; and (iii) the Copyrights in the United States Copyright Office or any similar office.

(b) The Company will perform all acts and execute any documents, including without limitation, assignments suitable for filing with the United States Patent and Trademark Office or the United States Copyright Office, and Uniform Commercial Code financing statements, reasonably requested of it by the Secured Party at any time to evidence, perfect and maintain the rights in the Intellectual Property Collateral granted to the Secured Party under this Security Agreement. The Company will promptly notify the Secured Party at the time the Company adopts for use in its business any trademarks, patents or copyrights not described on Schedule A to this Security Agreement and files any applications to register a trademark or copyright, or files any patent applications. To the extent permitted by law, the Company hereby authorizes the Secured Party to execute and file such assignments and financing statements (and/or similar documents) with respect to the Intellectual Property Collateral, or copies thereof or of this Security Agreement, signed only by the Secured Party.

3. Concurrently with the execution and delivery of this Security Agreement, the Company is executing and delivering to the Secured Party three originals of a Special Power of Attorney, each in the form of Exhibit 1 to this Security Agreement, for the Secured Party’s use after an Event of Default in executing on behalf of the Company an Assignment for Security in the form of Exhibit 2 to this Security Agreement, which Assignment for Security shall be suitable for recording in the United States Patent and Trademark Office and in the United States Copyright Office, to provide Secured Party with access to the Patents or Trademarks (or any applications or registrations thereof), all

in accordance with paragraph 4 of this Security Agreement. The Company hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted therein other than gross negligence or willful misconduct of the Secured Party.

4. If an Event of Default has occurred and is continuing, then, in addition to all other rights and remedies of the Secured Party, whether under law, the Note or otherwise, the Secured Party may, without notice to, or consent by, the Company, (a) grant itself a license to use the Patents, Trademarks and Copyrights, or any of them, without payment of any kind, until all inventories of finished goods produced for the Company are sold or consumed; (b) assign, sell or otherwise dispose of or use the Intellectual Property Collateral, or any of it, either with or without special or other conditions or stipulations, with power to buy the Intellectual Property Collateral or any part of it, and with power also to execute assurances, and to do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its sole discretion, deem appropriate or proper; and (c) in order to implement any such assignment, sale or other disposal of any of the Intellectual Property Collateral, pursuant to the authority granted in the Power of Attorney described in paragraph 4 of this Security Agreement (such authority to be effective during the continuance of an Event of Default), execute and deliver on behalf of the Company, one or more instruments of assignment of the Patents, Trademarks or Copyrights (or any application or registration thereof), in a form suitable for filing, recording or registration in the United States Patent and Trademark Office or the United States Copyright Office.

5. No failure or delay on the part of Secured Party in exercising any right, remedy, power or privilege under this Security Agreement shall operate as a waiver thereof or of any other right, remedy, power or privilege of Secured Party under this Security Agreement or the Note, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges of the Secured Party under this Security Agreement are cumulative and not exclusive of any rights or remedies which it may otherwise have.

6. The provisions of this Security Agreement are intended to be severable. If any provision of this Security Agreement shall for any reason be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of such provision in any other jurisdiction or any other provision of this Security Agreement in any jurisdiction.

7. All notices, statements, requests and demands given to or made upon either party in accordance with the provisions of this Security Agreement shall be deemed to have been given or made when given or made in accordance with the Note.

8. All rights of the Secured Party hereunder shall inure to the benefit of its successors and assigns. This Security Agreement shall bind all persons who become bound as a debtor to this Security Agreement. The Company shall not assign any of its interest under this Security Agreement without the prior written consent of the Secured Party. Any purported assignment inconsistent with this provision shall, at the option of the Secured Party, be null and void.

9. The parties hereto consent to the exclusive jurisdiction and venue of the federal and state courts located in New York in any action on, relating to or mentioning this Security Agreement.

10. This Security Agreement shall be deemed to be a contract under the laws of the State of New York and the execution and delivery of this Security Agreement and the terms and provisions of this Security Agreement shall be governed by and construed in accordance with the laws of that State (without regard to its conflict of laws rules) and, to the extent applicable or governing, the laws of the United States of America; provided, however, that to the extent the UCC provides for the application of the law of another State for purposes of perfection and the effect of perfection of the security interest granted to the Secured Party hereunder.

11. This Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one agreement.

12. This Security Agreement or any provision hereof may be changed, waived or terminated only by a statement in writing signed by the party against which such change, waiver or termination is sought to be enforced.

13. The Company and the Secured Party request that the Commissioner of Patents and Trademarks and the Register of Copyrights record this Security Agreement with respect to the applicable Intellectual Property Collateral.



IN WITNESS WHEREOF, the parties have executed and delivered this Security Agreement as of the day and year first above written.

The Company:

Forum Systems, Inc.

By: Amy N. Chellay COO, for  
Wes Swenson, President and CEO

Secured Party:

RAM OPPORTUNITY FUND I, L.L.C.

By: RAM Investment Fund, L.L.C., its Sole Member

By: Ritchie Multi-Strategy Global, L.L.C.,  
its Sole Member

By: Ritchie Capital Management, L.L.C.,  
Its Managing Member

By: Paul S. Wolfe  
Name: Paul S. Wolfe  
Title: Senior Managing Director

**Schedule A to Security Agreement**  
**Intellectual Property**

Exhibit 1

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Forum Systems, Inc., a Utah corporation with its principal office at 45 West 10000 South, Suite 415, Sandy, Utah 84070 (hereinafter called "Assignor"), intending to be legally bound, hereby appoints and constitutes, to the extent permitted by law, RAM Opportunity Fund I, L.L.C., with offices at c/o Ritchie Capital Management, L.L.C., 2100 Enterprise Avenue, Geneva, IL 60134 (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform, during the continuance of an Event of Default, as specified in the Security Agreement dated as of the date hereof between Assignor and Assignee (the "Security Agreement"), the following acts on behalf of Assignor:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the (i) Patents Collateral listed in Schedule A; (ii) the Trademarks Collateral listed in Schedule A, together with the good will of the business symbolized by such trademarks, tradenames and designs, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefore; and (iii) the Copyrights Collateral listed in Schedule A, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

All capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Security Agreement.

This power of attorney is made pursuant to the Security Agreement between Assignor and Assignee and takes effect solely for the purpose of paragraph 3 thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in such Security Agreement.

Dated: August 31, 2006

Forum Systems, Inc.


By:  COO, for  
Wes Swenson, President and CEO

Exhibit 2

ASSIGNMENT FOR SECURITY

WHEREAS, Forum Systems, Inc., a Utah corporation (the "Assignor"), (i) owns the patents and patent applications, and the inventions disclosed or claimed therein and all continuations, extensions, divisions, renewals, substitutes or reissues thereof, listed on the annexed Schedule A (the "Patents"), which Patents are in full force and effect; (ii) has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office to the extent indicated (the "Trademarks"); and (iii) owns the copyrights, copyright registrations and copyright applications listed on Schedule A annexed hereto, together with any reissues, extensions or renewals thereof (the "Copyrights"); and

WHEREAS, Assignor is obligated to RAM Opportunity Fund I, L.L.C., as the lender (the "Assignee") pursuant to the Convertible Promissory Note dated as of August 31, 2006, and has entered into a Security Agreement – Patents, Trademarks and Copyrights dated as of August 31, 2006 (the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a mortgage on, pledge of and security interest in, all right, title and interest of Assignor in and to (i) the Patents and similar legal protection, both domestic and foreign, including all continuations, extensions, divisions, renewals, substitutes or reissues thereof, and all proceeds thereof, including, without limitation, any royalties, fees, claims for past, present and future infringement and proceeds of sale or other disposition thereof (the "Patents Collateral"); (ii) the Trademarks, together with the good will of the business symbolized by the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademarks Collateral"); and (iii) the Copyrights (the "Copyrights Collateral") and, together with the Patents Collateral and the Trademarks Collateral, the "Intellectual Property Collateral"), to secure the payment of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor does hereby further assign unto Assignee and grant to Assignee (for the benefit of the Assignee) a mortgage on, pledge of and security interest in the Intellectual Property Collateral to secure prompt payment of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, mortgage on, pledge of and security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Assignment.

The Assignee's address is:

RAM Opportunity Fund I, L.L.C.,  
c/o Ritchie Capital Management, L.L.C.  
2100 Enterprise Avenue  
Geneva, IL 60134

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officers thereunto duly authorized as of August 31, 2006.

ASSIGNOR:

Forum Systems, Inc.

By: Henry N. Chelley COO, for  
Wes Swenson, President and CEO

**Schedule A to Assignment for Security**  
**Intellectual Property**

# Forum Systems Intellectual Property List

## TRADEMARKS:

	Publication Number	Date Filed
FORUM SYSTEMS	76/415,253	6/30/01
XCORE	76/415,255	6/5/02
XSCREEN	76/415,282	6/5/02
XWALL	76/417,717	6/5/02
FORUM NETWORKS	No. 2,748,117	6/5/02
FORUM SENTRY	78/180,690	10/31/02
FORUM PROTEGO	78/180,686	10/31/02
PRESIDIO	78/184,273	11/12/02
FORUM PRESIDIO	78/184,312	11/12/02
DYNAMIC CONTENT SECURITY PARCER	78/262,420	6/13/03
DCSP	78/262,432	6/13/03
E-NOTARY	78/208,007	1/28/03
ATTENTION ALL DATA	78/242,780	4/28/03
DEEP DEFENSIVE FILTERING	78/242,377	4/25/03
DYNAMIC ONE-PASS FILTERING	78/242,386	4/25/03
MANAGING AND ACCELERATING WEB SERVICES SECURITY	78/242,877	4/28/03

XML WEB SERVICES SECURITY	78/242,897	4/28/03
XML'S DIRTY LITTLE SECRET	78/261,348	6/11/3
XML INTRUSION PREVENTION	78/273,806	7/14/03
XIP	78/273,820	7/14/3
XML INTRUSION DETECTION	78/273,841	7/14/03
XML INTRUSION PROTECTION	78/273,873	7/14/03
XML INTRUSION/DETECTION/ PREVENTION	78/273,886	7/14/03
WEB SERVICES SCANNER	78/509,991	10/10/03
WEB SERVICES SENSOR	78/312,281	10/10/03
THREAT PROTECTION/ TRUST MANAGEMENT (& DESIGN)	76/552,740	10/20/03
XPROBE	78/312,312	10/10/03
WEB SERVICES INTRUSION PREVENTION	78/316,541	10/21/03
SSL IS NOT ENOUGH	78/330,505	11/20/03
ANATOMY OF A WEB SERVICES ATTACK	78/330,507	11/20/03
WEB SERVICES FIREWALL	78/345,587	12/24/03
XPOSE	78/353,719	1/19/04
XBLADE	78/385,519	3/16/04
XAV	--	4/25/05
XRAY	--	7/12/05



## PATENTS:

	Provisional/Final Application Number:	Date Filed:
Embedded Transformer, Validator and Content-Based Router	10/144,202	5/10/2002
GUI System Workbench for XML Security	10/761,560	1/21/2004
Method and System for Content Aware XML Communication (CARF)	10/669,626	9/25/2003
Method and System for Data Level XML Security	60/382,726 (Continuation of 10/444,089)	5/23/2002
Network Architecture for XML Security	60/382,719 (Continuation of 10/444,089)	5/23/2002
Electronic Notary System and Method for Long-term Digital Signature Authentication	10/869,490	6/16/2004
A Hybrid JAVA-C Network Appliance	10/909,848	8/02/2004
JAVA Cryptographic Engine To Crypto Acceleration Integration	10/909,853	8/02/2004
Arbitrary JAVA Logic Deployed Transparently In A Network	10/909,927	8/02/2004
Dynamic Content Security Processor System For XML Documents	10/909,741	8/02/2004
Apparatus, System And Method For Selective Encryption Within XML Documents	60/509,991	10/19/2003
XML Web Services Firewall	[Provisional Application]	3/30/2006

URL's:

www.forumsystems.com

www.forumsys.com

www.forumnetworks.com

www.forumxwall.com

www.forumvulcon.com

www.webservicesecurity.com

www.webservicesecurity.org

www.webservicesfirewall.com

www.xmlsecurity.com