

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
Thinking Stone Limited		11/30/2006	CORPORATION: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Breach Security, Inc.		
Street Address:	2011 Palomar Airport Road, Ste. 200		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3173826	MODSECURITY	
CORRESPONDENCE DATA			
Fax Number:	(619)235-0398		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	619 525 3827		
Email:	docketing@procopio.com		
Correspondent Name:	Kathleen A. Pasulka		
Address Line 1:	530 B Street, Suite 2100		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	112229-1		
NAME OF SUBMITTER:	Kathleen A. Pasulka		
Signature:	/kap/		
Date:	12/04/2006		

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Total Attachments: 3

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ASSIGNMENT OF UNITED STATES TRADEMARKS

WHEREAS, Thinking Stone Limited, a United Kingdom corporation, having a principal place of business at 8 Acantha Court Montpelier Road, London, United Kingdom W52QP (hereinafter *Assignor*), has adopted, used and is using the trademark which is registered in the United States Patent and Trademark Office as set forth on annexed Schedule "A" (hereinafter collectively referred to as the *Trademark*); and

WHEREAS, Breach Security, Inc., a Delaware corporation, having a principal place of business at 2011 Palomar Airport Road, Ste. 200, Carlsbad, CA 92011, (hereinafter *Assignee*), is desirous of acquiring all right, title and interest in and to the Trademark, including any choses in action relating to said Trademark, together with the goodwill of the business symbolized by the Trademark and the registration thereof as set forth on annexed Schedule "A"; and

WHEREAS, it is desired that the assignment of the Trademark identified on annexed Schedule "A" be made the matter of record in the United States Patent and Trademark Office.

NOW, THEREFORE, for the sum of one dollar (\$1.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest in and to each of the aforesaid Trademark, including any choses in action relating to said Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the

date of the Assignment, together with the good will of the business symbolized by the
Trademark, and including the registration thereof as set forth on annexed Schedule "A".

IN WITNESS WHEREOF, Assignor has caused these presents to be signed this 30th
day of November, 2006.

Thinking Stone Limited

Dated: Nov. 30, 2006

By: 

Print Name: Marc Shinbrood

Title: CEO

SCHEDULE "A"

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MODSECURITY	3,173,826	November 21, 2006