

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citadel Security Software, Inc		12/04/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	McAfee Security LLC
<b>Street Address:</b>	5000 Headquarters Drive
<b>Internal Address:</b>	MS: 15257
<b>City:</b>	Plano
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75024
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Serial Number:	78728858	2 MINUTE WARNING
Serial Number:	78476272	ASSETGUARD
Serial Number:	78430865	C
Serial Number:	78430885	CITADEL
Serial Number:	78728873	CITADELSECURE
Serial Number:	78748407	CITADELSECURE
Serial Number:	76587037	CONNECTGUARD
Serial Number:	78739942	FLASHBOX
Serial Number:	76355854	HERCULES
Serial Number:	78728879	HERCULES
Serial Number:	78748229	HERCULES COMPLIANCE MANAGER
Serial Number:	78728870	HERCULES REMEDIATION MANAGER
Serial Number:	78728881	HERCULES SECURITY APPLIANCE

CH \$440.00 78728858

Serial Number:	78728877	HERCULES SECURITY-ON-DEMAND
Serial Number:	78502570	NETOFF
Serial Number:	78476275	RISKGUARD
Serial Number:	78437633	SECURE PC

**CORRESPONDENCE DATA**

Fax Number: (972)731-2289

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 9727312288

Email: kharkins@dfw.conleyrose.com

Correspondent Name: Kristin Jordan Harkins

Address Line 1: 5700 Granite Parkway, Suite 330

Address Line 2: Conley Rose, P.C.

Address Line 4: Plano, TEXAS 75024

ATTORNEY DOCKET NUMBER:	13286.81
NAME OF SUBMITTER:	Ryan J. Preston, Esq.
Signature:	/ryan j. preston/
Date:	12/22/2006

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is effective as of December 4, 2006 (the "Effective Date"), by and among McAfee Security, LLC ("Assignee"), a Delaware limited liability company, Citadel Security Software Inc., a Delaware corporation ("Citadel"), Citadel Security Software International, LLC, a Delaware limited liability company and wholly owned subsidiary of Citadel ("Citadel Sub") and Canberra Operating, L.P., a Texas limited partnership of which Citadel is the general partner ("Canberra LP"). Each of Citadel, Citadel Sub and Canberra LP are an "Assignor" and together they are the "Assignors."

WHEREAS, Assignors, collectively or individually, own the entire right, title and interest in and to the trademarks, service marks and the United States and foreign trademark registrations and applications set forth in the Schedule of Trademarks annexed hereto and made a part hereof, (hereinafter the "Trademarks"), together with the goodwill of the business associated with the Trademarks; and

WHEREAS, Assignee is desirous of obtaining all of the rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, as the successor to the business of Assignors to which the Trademarks pertain;

**NOW, THEREFORE**, in consideration of the mutual covenants and of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignors agree as follows:

1. Assignors, collectively and individually, hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the Assignors' rights, title and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks and the trademark registrations and applications therefor.

2. Assignors, collectively and individually, hereby sell, assign, transfer and set over unto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

3. Assignors, collectively and individually, hereby authorize the Commissioner of Patents and Trademarks of the United States, any official of any countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademarks listed in the annexed Schedule of Trademarks, and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

4. This Assignment may be executed in two or more facsimile or original counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same Assignment. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Trademarks

shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflict of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and to be effective as of the date set forth above.

**CITADEL SECURITY SOFTWARE INC.**

Assignor

By: 

Steven B. Solomon

Chief Executive Officer

**CITADEL SECURITY SOFTWARE  
INTERNATIONAL, LLC**

Assignor

By: 

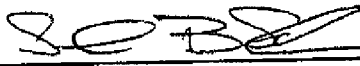
Name: Richard Connelly

Title: CFO

**CANBERRA OPERATING, L.P.**

Assignor

By: CITADEL SECURITY SOFTWARE  
INC., its General Partner

By: 

Steven B. Solomon

Chief Executive Officer

**MCAFEE SECURITY, LLC**

Assignee

By: MCAFEE, INC., its sole Managing  
Member

By: \_\_\_\_\_

Eric F. Brown

Chief Financial Officer

[Signature Page to Assignment of Trademarks]

TRADEMARK  
REEL: 003449 FRAME: 0476

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and to be effective as of the date set forth above.

**CITADEL SECURITY SOFTWARE INC.**

**CITADEL SECURITY SOFTWARE  
INTERNATIONAL, LLC**

Assignor

Assignor

By: \_\_\_\_\_

By: \_\_\_\_\_

Steven B. Solomon

Name: \_\_\_\_\_

Chief Executive Officer

Title: \_\_\_\_\_

**CANBERRA OPERATING, L.P.**

**MCAFEE SECURITY, LLC**

Assignor

Assignee

By: CITADEL SECURITY SOFTWARE  
INC., its General Partner

By: MCAFEE, INC., its sole Managing  
Member

By: \_\_\_\_\_

By: EFB \_\_\_\_\_

Steven B. Solomon

Eric F. Brown

Chief Executive Officer

Chief Financial Officer



[Signature Page to Assignment of Trademarks]

**TRADEMARK**  
**REEL: 003449 FRAME: 0477**

**Schedule of Trademarks**

U.S. Trademark	Status	Application Number	Application Date	Registration Number	Registration Date
2 MINUTE WARNING	Pending	78/728,858	07-Oct-2005		
ASSETGUARD	Registered	78/476,272	31-Aug-2004	3124613	1-Aug-2006
C and Design	Registered	78/430,865	07-Jun-2004	2967114	12-Jul-2005
CITADEL	Pending, Passed by Examiner	78/430,885	07-Jun-2004		
CITADELSECURE - Classes 035, 042	Pending	78/728,873	07-Oct-2005		
CITADELSECURE - Class 009	Pending	78/748,407	07-Nov-2005		
CONNECTGUARD	Allowed	76/587,037	13-Apr-2004		
FLASHBOX	Pending	78/739,942	25-Oct-2005		
HERCULES	Registered	76/355,854	08-Jan-2002	2659065	10-Dec-2002
HERCULES (Computer Hardware for Goods)	Pending	78/728,879	07-Oct-2005		
HERCULES COMPLIANCE MANAGER (Logo)	Pending	78/748,229	07-Nov-2005		
HERCULES REMEDATION MANAGER (Logo)	Pending	78/728,870	07-Oct-2005		
HERCULES SECURITY APPLIANCE	Pending	78/728,881	07-Oct-2005		
HERCULES SECURITY-ON- DEMAND	Pending	78/728,877	07-Oct-2005		
NetOFF	Registered	78/502,570	20-Oct-2004	3028454	13-Dec-2005
RISKGUARD	Allowed	78/476,275	31-Aug-2004		
SECURE PC	Registered	78/437,633	18-Jun-2004	3017568	22-Nov-2005