

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
SW Software Corporation		03/07/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ScriptLogic Corporation		
Street Address:	6000 Broken Sound Parkway		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2342692	SECURITY EXPLORER	
CORRESPONDENCE DATA			
Fax Number:	(412)209-0672		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 297-4900		
Email:	iptrademark@cohenlaw.com		
Correspondent Name:	Christine W. Trebilcock, Cohen & Grigsby		
Address Line 1:	11 Stanwix Street, 15th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	04-125 8282.0039		
NAME OF SUBMITTER:	Christine W. Trebilcock		
Signature:	/Christine W. Trebilcock/		
Date:	03/12/2007		

CH \$40.00 2342692

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights Agreement (the "**Agreement**") is effective this 7th day of March 2007, by and between SW Software Corporation, having a principal address at 6000 Broken Sound Parkway, Boca Raton, FL 33487 ("**Assignor**"), and ScriptLogic Corporation, a Delaware corporation having a principal place of business at 6000 Broken Sound Parkway, Boca Raton, FL 33487 ("**Assignee**").

IN CONSIDERATION of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned Assignor by Assignee, receipt whereof is hereby acknowledged, the undersigned Assignor by these presents does hereby sell, assign, transfer and set over and has sold, assigned, transferred and set over unto said Assignee the entire right, title and interest in and to all of Assignor's intellectual property including the copyrights, trademarks and patent properties as set forth in Schedules A, B and C, respectively, including all foreign equivalents, and any continuations, divisionals, or continuation-in-part filings, any improvements thereto and other legal protection based thereon or obtainable therefore throughout the world, together with all rights of priority, including without limitation the right to sue and collect for past, present, and future infringement (collectively the "**IP Rights**"), the same to be held and enjoyed by said Assignee, its successors, assigns or other legal representatives, to the full ends of the terms for which such IP Rights endure and all copyrights, trademarks and patents that are or may be granted therefor, as fully and entirely as the same would have been held and enjoyed by Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignor represents and warrants that Assignor is the sole and exclusive owner and claimant of all right, title and interest in and to the IP Rights, including as described and/or claimed in Schedules A, B and C, which Schedules contain a full and complete list of all registered or registerable IP Rights; that the IP Rights have not been assigned or otherwise transferred, encumbered, or affected by Assignor; and that Assignor has the authority to transfer these rights to Assignee and cause this Agreement to be executed as of the day and year first written above.

2. Assignor hereby assigns, transfers and conveys to Assignee, its legal representatives, successors and assigns all right, title and interest in and/or relating to the IP Rights, in all media, including and together with the rights to display and reproduce the IP Rights or derivations thereof in copies and to distribute same by sale or other transfer; the right to sue and recover for, and the right to profits or damages due, accrued or arising out of, or in connection with, any and all past, present or future infringement of, or damage or injury to, such IP Rights. Assignee may make any changes or alterations to the IP Rights with any other material at Assignee's sole discretion.

3. Assignor hereby assigns and transfers unto Assignee, its successors and assigns, the goodwill of the business relating to the IP Rights, and in particular all good will relating to or otherwise connected with the trademarks, service marks and/or trade names, that may have been

used in respect of which any application filed by the Assignee may lead to a trademark registration and/or patent; and the right to institute and maintain proceedings for passing-off or infringement against any person now or hereafter wrongfully using such IP Rights.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, The U.S. Copyright Office, and the appropriate office governing patents of any other country as appropriate, to record the Assignment as to each of said IP Rights, and to issue any and all copyright registrations, trademark registrations and/or patents for the inventions to Assignee, and Assignees lawful successors and assigns resulting from any of the aforesaid applications to the Assignee.

5. Assignor hereby covenants and agrees, without additional consideration, to execute and deliver to Assignee, and Assignee's lawful successors and assigns, all lawful papers that may be necessary or desirable to perfect the title to any IP Right, including without limitation all inventions disclosed or claimed therein, and any divisionals, continuations, continued prosecutions (and their international equivalents), renewals, substitutes and reissues thereof throughout the world and any patents which may issue on the inventions. Assignor will, at any time, upon the request and without further consideration, but at the expense of Assignee, deliver any testimony in any legal proceedings and execute all papers and do all other things that may be necessary or desirable to perfect the title to the IP Rights, inventions, or copyright registrations, trademark registrations and/or patents which may be granted therefor, in Assignee, its successors, assigns, or other legal representatives. Assignor will, at any time, upon the request and at the expense of Assignee, execute any continuations, divisionals, reissues, or any other additional applications for trademarks, service marks and/or trade names, copyrights and/or patents for the inventions, or any part or parts thereof and any registrations or patents issuing thereon are hereby assigned to Assignee. Assignor will make all rightful oaths, and do all lawful acts required or provide assistance requested by Assignee for procuring and enforcing any of the IP Rights, without further compensation, but at the expense of Assignee, its successors, assigns or other legal representatives.

6. Assignor agrees that it shall not dispute, contest, or aid or assist others in disputing or contesting, either directly or indirectly, Assignee's exclusive right, title and interest in the IP Rights.

7. The terms and provisions of this Agreement shall be binding upon the parties and their heirs, legal representatives, successors, and assigns.

8. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and by the Patent, Trademark and Copyright Laws of the United States.

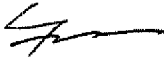
9. This Agreement constitutes the entire understanding between the parties hereto. This Agreement, including this paragraph, may be amended or modified only by an instrument in writing signed by both of the parties hereto or their authorized representatives.

[SIGNATURE PAGE TO FOLLOW]


**SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on the date first provided above.

Assignor
SW Software Corporation

By: 
Name: Terany Thompson
Title: VP

Assignee
ScriptLogic Corporation

By: 
Name: Jeremy Abov
Title: VP & General Counsel

Schedule A

Copyrights

Registration No.	Title	Date of Registration
TX-4-628-896	Security Explorer computer program	

Schedule B

Trademarks / Trademark Applications

Application/Registration No.	Title	Filing/Registration Date
75568446	"Security Explorer"	

Schedule C

Patents / Patent Applications

Application/Patent No.	Title	Filing/Issue Date
None		