

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
Trust Digital, LLC		08/04/2004	COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	TD Security, Inc.		
Street Address:	1600 INTERNATIONAL DRIVE, SUITE 100		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76446664	PDADISCOVERY	
Serial Number:	76446689	PDASCANNER	
CORRESPONDENCE DATA			
Fax Number:	(202)842-7899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2028427800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Peter J. Willsey		
Address Line 1:	1200 19th St., N.W., 5th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	304198-105		
NAME OF SUBMITTER:	Susan Mobley		
Signature:	/Susan Mobley/		
Date:	04/12/2007		

CH \$65.00 76446664

Total Attachments: 5

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TECHNOLOGY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS TECHNOLOGY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*Agreement*”) is effective this 4th day of August, 2004 (“*Effective Date*”), by and between (a) Trust Digital, LLC, a Virginia limited liability company, Mahmood (“Kevin”) Shahbazi, Majid (“Mike”) Shahbazi and Parvin (“Terry”) Vazhegoo (each an “*Assignor*” and, collectively, the “*Assignors*”), and (b) TD Security, Inc., a Delaware corporation (“*Assignee*”) (each of Assignors and Assignee, a “*Party*”).

RECITALS

A. Assignee desires that each Assignor assign to Assignee (i) all of each Assignor’s right, title and interest, if any, in the intellectual property described on EXHIBIT A hereto, (ii) all technology and materials related to computer security products based on I/O level filtering and on-the-fly encryption of data including, but not limited to, desktop security and encryption solutions such as GoldSecure, ActSecure and Palm device security for enterprises, and (iii) all intellectual property rights owned by such Assignor, if any, that are embodied in the foregoing, including, without limitation, any copyrights, patents, patent applications, trade secrets, trademarks, service marks, moral rights, contract and licensing rights and any similar rights under applicable law (collectively, the “*Technology*”).

B. Each Assignor is willing to assign the Technology to Assignee, subject to the terms and conditions set forth in this Agreement.

AGREEMENT

In consideration for the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably assigns, sells, transfers and conveys to Assignee all right, title and interest, on a worldwide basis, in and to the Technology and all applicable intellectual property rights, on a worldwide basis, related thereto.

2. Consideration. In consideration for each Assignor’s performance under this Agreement, Assignee agrees to pay to each Assignor one dollar (U.S. \$1.00) receipt of which is hereby acknowledged by each Assignor.

3. Further Assurances.

(a) Each Assignor hereby acknowledges that such Assignor retains no right to use the Technology and agrees not to challenge the validity of Assignee’s ownership of the Technology or undertake any actions inconsistent with Assignee’s ownership thereof. Upon each request by Assignee, without additional consideration, each Assignor agrees promptly to execute documents, testify and take other acts at Assignee’s expense as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Technology and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets,

and all other technology and intellectual property rights throughout the world related to any of the Technology, in Assignee's name and for its benefit.

(b) In the event Assignee is unable for any reason, after reasonable effort, to secure an Assignor's signature on any document needed in connection with the actions specified herein, such Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 3 with the same legal force and effect as if executed by such Assignor. Each Assignor hereby waives and quitclaims to Assignee any and all claims, of any nature whatsoever, which such Assignor now or may hereafter have for infringement of any Technology assigned hereunder.

4. Delivery. Each Assignor further agrees to deliver to Assignee upon execution of this Agreement any and all tangible manifestations of the Technology, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Technology. Such delivery shall include all present and predecessor versions.

5. Disclaimers. Assignee acknowledges that the Technology is assigned on an "AS IS" basis, and Assignee assumes all risk in using, modifying, enhancing or distributing the Technology or in exercising any rights granted hereunder. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTIES RELATED TO THE TECHNOLOGY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, DATA ACCURACY OR SYSTEM INTEGRATION. The Parties agree that this Section 5 forms an essential basis of the bargain between them, and that absent any of the foregoing disclaimers, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

7. Entire Agreement. This Agreement constitutes the entire, complete, final and exclusive understanding and agreement of the Parties with respect to the subject matter set forth above, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by authorized representatives of Trust Digital, LLC and Assignee. Failure by Assignee to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

8. Governing Law. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia as applied to transactions taking place wholly within Virginia between Virginia residents. Each of the Parties hereby expressly consents to the exclusive personal jurisdiction of the state and federal courts located in Fairfax County, Virginia for any dispute arising from or related to this Agreement.

9. Severability. If any provision of this Agreement other than Section 5 is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Applicability. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Technology and Intellectual Property Agreement as of the Effective Date.

ASSIGNORS:

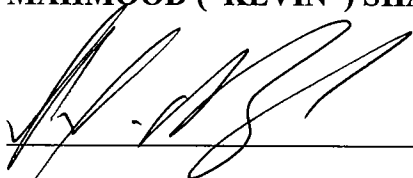
TRUST DIGITAL, LLC

By: Masud Shahbazi

Printed Name: MAJID SHAHBAZI

Title: CTO

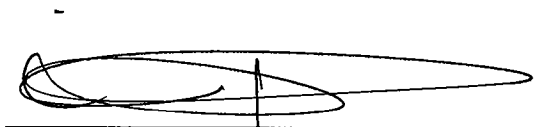
MAHMOOD ("KEVIN") SHAHBAZI



MAJID ("MIKE") SHAHBAZI

Masud Shahbazi

PARVIN ("TERRY") SHAHBAZI



ASSIGNEE:

TD SECURITY, INC.

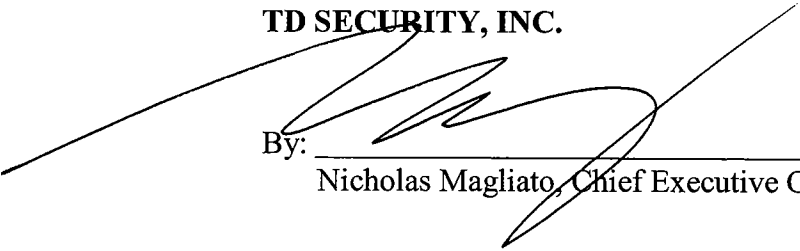
By: 
Nicholas Magliato, Chief Executive Officer

EXHIBIT A

INTELLECTUAL PROPERTY

Domain name: TrustDigital.com

Trademarks:

PDADiscovery; Serial Number: 76446664; Filing Date: September 3, 2002; Registered Date: June 24, 2003.

PDASCANNER; Serial Number: 76/446,689; Filing Date: September 3, 2003.

Patent: PCT International Application; "Enterprise-Wide Security System for Computer Devices"; Serial Number: 60/406,032; Filing Date: August 27, 2002.

Unregistered Copyrights: Various unregistered software related to software for mobile enterprise management.

Registered Copyrights: PDASecure: security software for Palm; Registration Number: TX-5-571-688; Registered: August 26, 2002.

Export License: Product name: PDASecure; United States Department of Commerce; Bureau Of Export Administration; Date: 10/02/2000

Logo: Trust Digital Logo



Certifications:

Encryption	Certificate Number	Listed on the NIST website
AES key length: 128, 192, 256	69	http://csrc.nist.gov/cryptval/aes/aesval.html
Triple DES	177	http://csrc.nist.gov/cryptval/des/tripledesval.html
SHA-1	164	http://csrc.nist.gov/cryptval/shs/shaval.htm