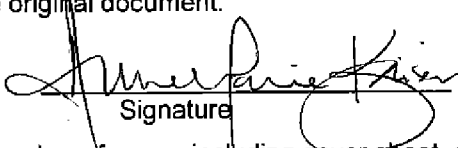


Client Code: WEBSSEN.118T

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p style="text-align: center;">Security Software Websense Israel Ltd.</p> <p>() Individual () General Partnership () Association () Limited Partnership (X) Other: Limited Liability Company () Corporation of:</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: PortAuthority Technologies Inc.</p> <p>Internal Address: Suite 100</p> <p>Street Address: 2445 Faber Place</p> <p>City: Palo Alto State: California Country: USA</p> <p>() Individual () General Partnership () Association () Limited Partnership () Other: (X) Corporation of: Delaware</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes (X) No</p> <p>Additional name(s) and address(es) attached? () Yes (X) No</p>
<p>3. Nature of conveyance:</p> <p>(X) Assignment () Security Agreement () Merger () Change of Name () Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures) September 17, 2007</p>	<p>4. Application number(s) or registration number(s):</p> <p style="text-align: center;">Trademark Registration No(s): 2,731,101</p> <p>Additional numbers attached? () Yes (X) No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: WEBSSEN.118T</p>	<p>6. Total number of registrations involved: One</p> <p>7. Total fee (37 CFR 1.21(h)): \$40 (X) Authorized to be charged to deposit account</p>
<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>	
<p>9. Statement and signature.</p> <p>To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.</p> <p><u>AnneMarie Kaiser</u>  <u>Sept. 18, 2007</u> Name of Person Signing Signature Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments and document: 3</p>	

CH \$40.00 111410 2731101

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services
Director, U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450
Facsimile Number: (571) 273-0140

4283540:091807/Jade

700342694

TRADEMARK
REEL: 003624 FRAME: 0074

WEBSSEN.118T

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 17th day of September, 2007, by and between Security Software Websense Israel Ltd., having a place of business at 8 Hasadna Street, 2nd Floor, P.O. Box 3063, Ra'anana, Israel 43651, a limited liability company formed under the laws of Israel (hereinafter referred to as "ASSIGNOR"), and PortAuthority Technologies, Inc., a Delaware corporation having a place of business at 2445 Faber Place, Suite 100, Palo Alto, California 94303 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark "VIDIUS" , and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark");

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of federal trademark registration No. 2,731,101 (hereinafter collectively referred to as "Registration");

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Registration; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registration;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademark and Registration together with the goodwill symbolized by said Trademark, Registration, concurrent with the transfer of certain tangible assets as indicia of said goodwill.

Executed at San Diego, California, this 17th day of September, 2007.

Security Software Websense Israel Ltd.
a limited liability company having a place of business at 8 Hasadna Street, 2nd Floor, P.O. Box 3063, Ra'anana, Israel 43651

By: [Signature]

Douglas C. Wrice
Printed Name

Title: Director

Witness: [Signature]

Witness: [Signature]

WEBSSEN.118T

Executed at San Diego, California, this 17th day of September, 2007.

PortAuthority Technologies, Inc.
a corporation having a place of business at 2445 Faber Place, Suite 100, Palo Alto, California
94303

By: *Douglas C. Wride*

Douglas C. Wride
Printed Name

STATE OF) CALIFORNIA
) ss.
COUNTY OF) SAN DIEGO

On 17th Sept. 2007, before me, Douglas C. Wride, personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that executed the same in authorized capacity(ies), and that by signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Douglas C. Wride
Signature



4235821:090707/Jade