

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Safestone Limited		04/16/2007	CORPORATION: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	Safestone Technologies PLC
<b>Street Address:</b>	Unit A3, Wycombe 3
<b>Internal Address:</b>	Boundary Road, Loudwater
<b>City:</b>	High Wycombe, Buckinghamshire
<b>State/Country:</b>	UNITED KINGDOM
<b>Postal Code:</b>	HP10 9PN
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2524762	SAFESTONE

**CORRESPONDENCE DATA**

Fax Number: (414)271-5770  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 414-271-7590  
 Email: marlenek@andruslaw.com  
 Correspondent Name: Gary A. Essmann  
 Address Line 1: 100 East Wisconsin Avenue  
 Address Line 2: Suite 1100  
 Address Line 4: Milwaukee, WISCONSIN 53202

<b>ATTORNEY DOCKET NUMBER:</b>	2845-00011
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**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Gary A. Essmann
Signature:	/Gary A. Essmann/
Date:	06/30/2008

**Total Attachments: 6**

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Dated the 16 day of April

2007

**SAFESTONE LIMITED**  
**and**  
**SAFESTONE TECHNOLOGIES PLC**  
**and**  
**LOCKGRAIN LIMITED**

**HIVE UP AGREEMENT**

**Davis & Co**

Flint Barn Court . Church Street . Amersham . HP7 0DB . Tel (0)1494 787587 . Fax (0)1494 787588

[www.davislaw.co.uk](http://www.davislaw.co.uk)

**TRADEMARK**

**REEL: 003806 FRAME: 0518**

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THIS AGREEMENT is made on the

16 day of April

2007

**BETWEEN**

- (1) **SafeStone Limited** (a company registered in England and Wales, under company number 02021852) whose registered office is at Unit 25 President Building, President Way, Sheffield S4 7UR ("**the Vendor**");
- (2) **SafeStone Technologies Plc** (numbered 03979192) whose registered office is at Unit A3, Wycombe 3, Boundary Road, Loudwater, High Wycombe, Buckinghamshire, HP10 9PN ("**the Purchaser**"); and
- (3) **Lockgrain Limited** (a company registered in England and Wales, under company number 6121123) whose registered office is at Unit A3, Wycombe 3, Boundary Road, Loudwater, High Wycombe, Buckinghamshire, HP10 9PN ("**Lockgrain**").

**WHEREAS**

- (A) The Purchaser is the beneficial owner of the whole of the issued share capital of the Vendor;
- (B) The Vendor has agreed as part of the reorganisation of the group of companies (of which the Vendor and the Purchaser are parts) to sell and the Purchaser has agreed to buy the Assets and assume the Liabilities on the terms set out in this agreement;
- (C) It is intended that the Purchaser shall, immediately following the satisfaction of this Agreement, be voluntarily wound up by its members and that its assets shall be transferred to Lockorder Limited and Lockgrain. The contracts of employment of the Vendor's employees shall thus be transferred directly to Lockgrain.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. Interpretation**

- 1.1. "**AccessIT**" is enterprise identity management solution software which manages user passwords and access rights to corporate IT resources and applications.
- 1.2. "**Assets**" means all of the Vendor's fixed assets and current assets including without limitation all real and moveable property including, for the avoidance of doubt, AccessIT and DetectIT.
- 1.3. "**Completion Date**" means the date of the signing of this Agreement.
- 1.4. "**DetectIT**" is a software product which provides a comprehensive secure system and user administration for the IBM iSeries (formerly AS400).
- 1.5. "**Liabilities**" shall mean any and all debts, obligations and liabilities (both ascertained and contingent) of the Vendor at the Completion Date.
- 1.6. Unless the context otherwise requires words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.7. Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.
- 1.8. The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

- 1.9. References in this Agreement to any clause, sub-clause, schedule or paragraph without further designation shall be construed as references to the clause, sub-clause, schedule or paragraph so numbered.

## **2. Sale & Purchase**

- 2.1. The Vendor hereby agrees to sell and the Purchaser hereby agrees to buy the Assets with effect from and at the Completion Date.
- 2.2. The Assets shall be sold free of all options, liens, charges and encumbrances and together with the benefit of all rights and advantages belonging to or accruing thereon as at and from the Completion Date.

## **3. Consideration**

In consideration for the transfer of the Assets, the Purchaser shall pay £1.00; however, such consideration shall be deferred and payable upon the demand of the Vendor.

## **4. Liabilities**

The Purchaser shall, in so far as it is able, assume the Liabilities.

## **5. Employees**

- 5.1. The employment of the employees of the Vendor shall be transferred to Lockgrain with effect from the Completion Date and in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006.

## **6. Completion**

- 6.1. The sale and purchase of the Assets shall be completed at the trading address of the Purchaser on the Completion Date.
- 6.2. On Completion, the Vendor shall:
  - 6.2.1. deliver the Assets to the Purchaser together with any licences or consents required for the transfer of those Assets whereupon title to those Assets and risk in those Assets shall pass to the Purchaser;
  - 6.2.2. execute and deliver to the Purchaser any conveyances, transfers, assignments, deeds or other documents required to vest title in the Assets not capable of transfer by delivery in the Purchaser together with any licences or consents required for the transfer of the Assets; and
  - 6.2.3. make available for collection by the Purchaser any records or other documents connected with the Assets.

## **7. Representations and Warranties**

Since the parties to this Agreement are equally familiar with the Assets, no party is making any representations or warranties concerning the Assets. The parties hereto represent, warrant and covenant that they have full power and authority to enter into and perform this Agreement in accordance with its terms, and that they will perform all agreements made by them hereunder in accordance herewith.

## **8. Consents and Licences**

Insofar as any of the Assets and Liabilities assumed by the Purchaser cannot effectively be transferred to or assumed by the Purchaser without the consent or agreement of a third party, the Vendor shall hold the same on trust for the Purchaser and do everything in

relation thereto as the Purchaser may require until such agreement or consent has been obtained on condition that the Purchaser indemnifies the Vendor in respect of all obligations and liabilities in respect thereof on and after the Completion Date.

**9. Implementation**

Each party shall execute any deeds or documents and exercise or waive any rights and generally take any action which may be necessary for this Agreement to be carried into effect.

**10. Severability**

If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of this deed, but the enforceability of the remainder of this deed shall not be effected.

**11. Entire Agreement**

11.1. This Agreement and all documents entered into on or after the date of this Agreement in connection with it (the "Agreed Documents"):

11.1.1. constitute the entire agreement between the parties about the subject matter of this deed; and

11.1.2. supersede all earlier discussions, understandings and agreement between any of the parties and all earlier representations by any party.

11.2. The parties have not entered into this deed in reliance upon, nor have they given, any representation, warranty or promise except as expressly set out the in the Agreed Documents.

**12. Third Party Claims**

No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**13. Law and Jurisdiction**

13.1. This Agreement and all matters relating to this Agreement shall be governed by and construed in accordance with English law.

13.2. The parties irrevocably submit to the exclusive jurisdiction of the High Court of England and Wales in relation to all disputes howsoever arising out of or in connection with this Agreement.

**14. Miscellaneous**

14.1. This Agreement shall have effect as a deed.


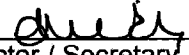
14.2. All communications under or in connection with this Agreement shall be in English.

14.3. This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original but shall not be effective until each party has executed at least one counterpart, but all the counterparts shall together constitute one and the same instrument.

14.4. Nothing in this Agreement shall create a partnership between the parties hereto or any of them.


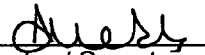
**EXECUTED and DELIVERED AS A DEED by  
SAFESTONE LIMITED acting by:**

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Director  
  
\_\_\_\_\_  
Director / Secretary


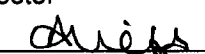
**EXECUTED and DELIVERED AS A DEED by  
SAFESTONE TECHNOLOGIES acting by:**

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\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director / Secretary

**EXECUTED and DELIVERED AS A DEED by  
LOCKGRAIN acting by:**

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\_\_\_\_\_  
Director  
  
\_\_\_\_\_  
Director / Secretary