

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST
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CONVEYING PARTY DATA

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

RECEIVING PARTY DATA

Name:	Lockgrain Limited
Street Address:	Unit A3, Wycombe 3
Internal Address:	Boundary Road, Loudwater
City:	High Wycombe, Buckinghamshire
State/Country:	UNITED KINGDOM
Postal Code:	HP10 9PN
Entity Type:	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

ATTORNEY DOCKET NUMBER:	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: 8

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Dated the 16 day of April

2007

SAFESTONE TECHNOLOGIES PLC
(in Liquidation)
and
PETER FORSEY AND DAVID THORNILEY
and
LOCKORDER LIMITED
and
LOCKGRAIN LIMITED

PARTITION AGREEMENT

Davis & Co

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

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TRADEMARK
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THIS AGREEMENT is made on the 16 day of April 2007

BETWEEN

- (1) **Safestone Technologies Plc** (in liquidation) whose registered office is at Unit A3, Wycombe 3, Boundary Road, Loudwater, High Wycombe, Buckinghamshire, HP10 9PN, company registration number 03979192 ("Safestone");
- (2) **Peter Forsey and David Thorniley** of Haines Watts, Suite 3, Chalkwell Lawns, 648-656 London Road, Westcliff-on-Sea, Essex, SS0 9HR (the "Joint Liquidators");
- (3) **Lockorder Limited** whose registered office is at Unit A3, Wycombe 3, Boundary Road, Loudwater, High Wycombe, Buckinghamshire, HP10 9PN, company registration number 6125597 ("Lockorder"); and
- (4) **Lockgrain Limited** whose registered office is at Unit A3, Wycombe 3, Boundary Road, Loudwater, High Wycombe, Buckinghamshire, HP10 9PN, company registration number 6121123 ("Lockgrain").

WHEREAS

- (A) Safestone has an authorised share capital of £10,000,000 divided into 450,000,000 A ordinary shares of £0.01 each, 500,000,000 B ordinary shares of £0.01 each, and 100,000,000 C ordinary shares of £0.005 each. Schedule 1 sets out those shares that have been issued along with the names of the registered holders of those shares (the "Shareholders").
- (B) By special resolution duly passed at an extraordinary general meeting of the Company held on 16 April 2007 it was resolved that the Company be wound up voluntarily by its members, that the Joint Liquidators be appointed for the purposes of such winding up and that the Joint Liquidators be authorised pursuant to section 110 of the *Insolvency Act 1986* to enter into and carry into effect an agreement in the form of this agreement (the "Resolution");
- (C) The Joint Liquidators (on behalf of Safestone) have agreed (as part of the reorganisation of the group of companies of which it along with Safestone, Lockorder and Lockgrain are party) to sell and Lockorder and Lockgrain have agreed to buy AxxessIT, DetectIT and the Assets and to assume the Liabilities on the terms set out in this agreement;
- (D) Lockorder and Lockgrain have agreed to issue shares to the Joint Liquidators on the terms set out in this agreement; and
- (E) The Joint Liquidators have agreed to transfer the Lockorder Shares and Lockgrain Shares to the Shareholders on the terms set out in this agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1 Interpretation

- 1.1 "AxxessIT" is enterprise identity management solution software which manages user passwords and access rights to corporate IT resources and applications;
- 1.2 "Lockorder Shares" means the ordinary A, B, and C class shares in Lockorder.
- 1.3 "Assets" means all of Safestone's fixed assets and current assets other than AxxessIT and DetectIT including without limitation all real and moveable property and including for the avoidance of doubt those assets transferred to Safestone under a Hive-Up Agreement dated [] between Safestone and Safestone Limited (but for the avoidance of doubt excluding AxxessIT and DetectIT).

- 1.4 **"Completion Date"** means the date of the signing of this Agreement.
- 1.5 **"DetectIT"** is a software product, which provides a comprehensive secure system and user administration for the IBM iSeries (formerly AS400).
- 1.6 **"Lockgrain Shares"** means the ordinary A, B, and C class shares in Lockgrain.
- 1.7 **"Liabilities"** shall mean any and all debts, obligations and liabilities (both ascertained and contingent) of Safestone at the Completion Date, including for the avoidance of doubt those liabilities assumed by Safestone under a Hive-Up Agreement dated [] between Safestone and Safestone Limited.
- 1.8 **"Safestone Shares"** means the ordinary class A, B, and C shares in Safestone.
- 1.9 Unless the context otherwise requires words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.10 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.
- 1.11 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.12 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 AxxessIT

- 2.1 Safestone hereby agrees to sell and Lockorder agrees to purchase AxxessIT with effect from and at the Completion Date.
- 2.2 AxxessIT 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.
- 2.3 In consideration for AxxessIT, Lockorder shall immediately upon receipt of AxxessIT allot and issue 10,500,000 AxxessIT Shares to the Joint Liquidators.
- 2.4 Upon receiving the AxxessIT Shares, the Joint Liquidators shall transfer to each of the Shareholders:
- 2.4.1. 1 Lockorder £1.00 'A' Share for each £0.01 Class A Ordinary Safestone Share held by the respective Shareholder;
- 2.4.2. 1 Lockorder £1.00 'B' Share for each £0.01 Class B Ordinary Safestone Share held by the respective Shareholder; and
- 2.4.3. 1 Lockorder £0.50 'C' Share for each £0.005 Class C Ordinary Safestone Share held by the respective Shareholder.

3 DetectIT

- 3.1 Safestone hereby agrees to sell and Lockgrain agrees to purchase DetectIT and the Assets with effect from and at the Completion Date.

- 3.2 DetectIT 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.
- 3.3 In consideration for DetectIT and the Assets, Lockgrain shall immediately upon receipt of DetectIT and the Assets allot and issue 10,500,000 DetectIT Shares to the Joint Liquidators.
- 3.4 Upon receiving the DetectIT Shares, the Joint Liquidators shall transfer to each of the Shareholders:
- 3.4.1. 1 Lockgrain £1.00 'A' Share for each £0.01 Class A Ordinary Safestone Share held by the respective Shareholder;
- 3.4.2. 1 Lockgrain £1.00 'B' Share for each £0.01 Class B Ordinary Safestone Share held by the respective Shareholder; and
- 3.4.3. 1 Lockgrain £0.50 'C' Share for each £0.005 Class C Ordinary Safestone Share held by the respective Shareholder.

4 Liabilities

Lockgrain shall assume all of the Liabilities.

5 Employees

- 5.1 The employment of any employees of Safestone 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 transfer of the Assets, DetectIT, AxxessIT and the Liabilities shall be completed at the trading address of Safestone on the Completion Date.
- 6.2 On Completion, Safestone shall:
- 6.2.1. deliver AxxessIT to Lockorder together with any licences or consents required for the transfer of it whereupon title to AxxessIT and risk in it shall pass to Lockorder;
- 6.2.2. deliver DetectIT and the Assets to Lockgrain together with any licences or consents required for the transfer of DetectIT and the Assets whereupon title to those Assets and risk in those Assets shall pass to Lockgrain;
- 6.2.3. let Lockgrain have details of all of the Liabilities so that it can assume and satisfy the same;
- 6.2.4. execute and deliver to Lockorder and Lockgrain any conveyances, transfers, assignments, deeds or other documents required to vest title in AxxessIT, DetectIT and the Assets not capable of transfer by delivery to Lockorder and Lockgrain together with any licences or consents required for the transfer of the Assets; and
- 6.2.5. make available for collection by Lockorder and Lockgrain any records or other documents connected with AxxessIT, DetectIT and the Assets.

7 Representations and Warranties

Since the parties to this Agreement are equally familiar with AxxessIT, DetectIT, the Assets, the Liabilities, the AxxessIT Shares and the DetectIT Shares, no party is making any representations or warranties concerning AxxessIT, DetectIT, the Assets, the

Liabilities, the AccessIT Shares, or the DetectIT Shares. 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.

For the avoidance of doubt, the Joint Liquidators make no representations or warranties concerning AccessIT, DetectIT, the Assets, the Liabilities, the AccessIT Shares, or the DetectIT Shares. They enter into this agreement in their capacity as Joint Liquidators and without any personal liability whatsoever.

8 Consents and Licences

Insofar as any of AccessIT, DetectIT, the Assets and/or the Liabilities assumed by Lockorder and Lockgrain cannot effectively be transferred to or assumed by Lockorder and Lockgrain without the consent or agreement of a third party, Safestone shall hold the same on trust for Lockorder and Lockgrain and do everything in relation thereto as Lockorder and Lockgrain may require until such agreement or consent has been obtained.

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 Agreement in reliance upon, nor have they given, any representation, warranty or promise except as expressly set out the in the Agreed Documents.

12 Law and Jurisdiction

- 12.1 This Agreement and all matters relating to this Agreement shall be governed by and construed in accordance with English law.
- 12.2 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.

13 Miscellaneous

- 13.1 This Agreement shall have effect as a deed.

- 13.2 All communications under or in connection with this Agreement shall be in English.
- 13.3 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.
- 13.4 Nothing in this Agreement shall create a partnership between the parties hereto or any of them.

EXECUTED and DELIVERED AS A DEED by)
SAFESTONE TECHNOLOGIES PLC acting by:)
)
)
)




 Joint Liquidator

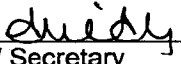
EXECUTED and DELIVERED AS A DEED by)
PETER FORSEY AND DAVID THORNILEY IN)
THEIR CAPACITY AS JOINT LIQUIDATORS)
AND WITHOUT PERSONAL LIABILITY:)
)
)
)



 Joint Liquidator


EXECUTED and DELIVERED AS A DEED by)
LOCKORDER LIMITED acting by:)
)
)
)

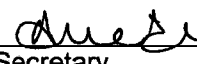


 Director


 Director / Secretary

EXECUTED and DELIVERED AS A DEED by)
LOCKGRAIN LIMITED acting by:)
)
)
)



 Director


 Director / Secretary

Schedule 1

	TOTAL	A Ordinary	B Ordinary	C Ordinary
J Todd	60,070,862	6,200,352	26,870,510	27,000,000
M Threapleton	229,920	229,920		
J Orwin	19,160	19,160		
P D'Alessio	11,320	11,320		
G Weiner	54,680	54,680		
A Ali	15,044,640	44,640		15,000,000
P Headford	44,720	44,720		
T Heath	109,620	109,620		
J Vose	476	476		
R Nachtsheim	59,120	59,120		
A Donaldson	33,760	33,760		
G Donaldson	5,000	5,000		
J Wragg	33,240	33,240		
J McAninly	33,240	33,240		
Larkfield Ltd	16,987,813	2,611,038	14,376,775	
S Threapleton	4,320	4,320		
P Kramer	40,960	40,960		
R Baker	43,520	43,520		
R Ruggiero	9,760	9,760		
Cross Atlantic Technology Fund LP	10,717,451	1,318,955	9,398,496	
DetectIT (Jersey) Ltd	1,388,020	1,388,020		
P Johnson	15,152,360	152,360		15,000,000
HJF Associates	6,018	6,018		
L Beckett	11,024,064	57,480	10,966,584	
C Liddy	17,850	17,850		
M Marks	50,440	50,440		
D Mills	2,015,000	15,000		2,000,000
R Eve	15,000	15,000		
P Wiggin	2,000	2,000		
N Phillips	7,140	7,140		
M Norman	1,000	1,000		
A Ryall	1,000,000			1,000,000
Crucible LLC	3,706,786	887,237	2,819,549	
MVC Capital Inc	2,106,378	2,106,378		
Symantec Corporation	10,755,661	1,567,691	9,187,970	
John Wray	394	394		

39,069

39,069

16/04/07
 16/4/07
 16/4/07