

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amarium Technologies, Inc.		04/03/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sand Hill Finance, LLC		
<b>Street Address:</b>	20573 Stevens Creek Blvd.		
<b>City:</b>	Cupertino		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95014		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2814232	EDGEFORCE	
<b>Registration Number:</b>	2841683	POINTFORCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)444-1737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7044441000		
<b>Email:</b>	larieko.welch@alston.com		
<b>Correspondent Name:</b>	Alston & Bird LLP		
<b>Address Line 1:</b>	Bank of America Plaza		
<b>Address Line 2:</b>	101 S. Tryon St., Ste. 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>ATTORNEY DOCKET NUMBER:</b>	054567/344868		
<b>NAME OF SUBMITTER:</b>	Roger P. Bonenfant		
<b>Signature:</b>	/Roger P. Bonenfant/		

**CH \$65.00 2814232**

Date:

07/29/2008

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 3, 2006 by and between Sand Hill Finance, LLC ("**Lender**") and Cirond Corporation, a Nevada corporation ("**Borrower**").

**RECITALS**

Lender and Borrower are parties to that certain Loan and Security Agreement of even date (as amended from time to time, the "**Loan Agreement**"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Borrower has granted to Lender a security interest in the Collateral.

**NOW, THEREFORE**, Borrower agrees as follows:

**AGREEMENT**

To secure performance of Borrower's obligations under the Loan Agreement, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in Borrower's intellectual property as listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). Each right, power and remedy of Lender provided for herein shall not preclude the simultaneous or later exercise by Lender of any or all other rights, powers or remedies.

Upon repayment of the indebtedness under the Loan Agreement, the security interest granted herein shall automatically terminate with respect to all such intellectual property. Upon any such termination, Lender will execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:

**CIRON D CORPORATION**

4185 Still Creek Drive, Suite B101  
Burnaby, BC V5C 6G9, Canada

By: 

Title: C. E. O.

Attn:

Address of Lender:

**SAND HILL FINANCE, LLC**

20573 Stevens Creek Blvd.  
Cupertino, CA 95014

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attn: Ron Ernst

**EXHIBIT A**

**COPYRIGHTS**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**PATENTS**

<b>Description</b>	<b>Application / Patent Number</b>	<b>Application / Issue Date</b>
System method and computer software products for network firewall fast policy look-up	6,857,018	02/15/05
Method, system and computer program products for adaptive web-site access blocking	10/609,193	06/27/03
Method, system and computer program products for ...	09/937,785	01/31/01

0.1

**EXHIBIT C**  
**TRADEMARKS**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Edgeforce	2,814,232	02/10/04
Pointforce	2,841,683	05/11/04


## BILL OF SALE AND TRANSFER STATEMENT

This **BILL OF SALE AND TRANSFER STATEMENT** (this "**Agreement**") is made as of December 14, 2006 by and between SAND HILL FINANCE, LLC ("**Assignor**") and WILLIAM DELBIAGGIO, III (the "**Assignee**").

1. Amarium Technologies, Inc. ("**Debtor**") defaulted in connection with an obligation owed to Assignor secured by substantially all of Debtor's assets, including accounts, inventory, equipment, general intangibles, letters of credit, and intellectual property (collectively, the "**Property**").
2. Assignor exercised remedies in respect of the Property in a public sale held on December 4, 2006 (the "**Foreclosure**").
3. By reason of the Foreclosure, Assignor acquired the rights of the Company in the Property.
4. The name and mailing address of the Company are: Amarium Technologies, Inc., 100-D Albright Way, Los Gatos, CA 95032. The name and mailing address of Assignor are: Sand Hill Finance, LLC, 20573 Stevens Creek Blvd., Suite 200, Cupertino, CA 95014 Attn: Ron Ernst. The name and mailing address of the Assignee are William DelBiaggio, III, c/o Sand Hill Capital, 3000 Sand Hill Road, Bldg. 1, Suite 240, Menlo Park, CA 94025.
5. Subject to the terms of the Assignment and Purchase Agreement of even date, Assignor transfers all right, title and interest of Assignor in the Property and the Loan Documents to Assignee.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers.

**SAND HILL FINANCE, LLC,  
as Assignor**



By: Ron Ernst

Title: Chief Financial Officer



**ASHMAN COMPANY**

*Auctioneers • Appraisers*

1415 Oakland Blvd., Suite 200  
Walnut Creek, California 94596-4349

December 4, 2006

Mr. John B. Hale  
Cooley Godward Kronish, LLP  
3175 Hanover Street  
Palo Alto, CA 94304

RE: Public Auction of Amarium Technologies, Inc.

Dear Mr. Hale:

REPORT OF SALES AGENTS LIQUIDATION OF ASSETS

Ashman Company Auctioneers and Appraisers, Inc., appointed auctioneers in the above matter, having completed the liquidation of assets of Amarium Technologies, Inc. entrusted to us, hereby file our report.

**Notice of Disposition of Collateral**

Inventory: All personal property of Amarium Technologies, Inc; including equipment, inventory, accounts and general intangibles

The assets were sold at a public auction on Monday, December 4, 2006 at 11:00 a.m. The sale was conducted at 20573 Stevens Creek Boulevard, Suite 200, Cupertino, CA. The sale was attended by 8 prospective buyers.

A Credit bid of \$ 500,000.00 was received at the sale from the secured creditor Sand Hill Finance, LLC

**TOTAL SALES (By secured creditor) ..... \$500,000.00**

**COMMISSION ON SALE ..... (\$2,000.00)**

Lloyd Ashman, President  
Ashman Company, Auctioneers & Appraisers, Inc.

LA/ep





DEAN HELLER  
Secretary of State  
204 North Carson Street, Suite 1  
Carson City, Nevada 89701-4299  
(775) 684 8708  
Website: secretaryofstate.biz

Entity #  
C9662-2000  
Document Number:  
20060528987-47

Date Filed:  
8/18/2006 8:45:43 AM  
In the office of

*Dean Heller*

Dean Heller  
Secretary of State

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment**  
(PURSUANT TO NRS 78.385 and 78.390)

**Certificate of Amendment to Articles of Incorporation**  
**For Nevada Profit Corporations**

(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Cirond Corporation

2. The articles have been amended as follows (provide article numbers, if available):

I. NAME: The name of the corporation is Amarium Technologies, Inc.

IV. AUTHORIZATION OF CAPITAL STOCK: The total number of shares of capital stock the Corporation is authorized to issue is Five Hundred Twenty-Five Million (525,000,000), which is divided into two classes: (1) Five Hundred Million (500,000,000) shares of Common Stock, par value \$0.001 per share; and (2) Twenty-Five Million (25,000,000) shares of Preferred Stock, par value \$0.001 per share. The class of preferred stock may be divided into such series as may be established by the Board of Directors, as provided in sections 78.195, 78.1955 and 78.196 of the Nevada Revised Statutes. The Board of Directors shall have the authority, by resolution, (1) to divide the Preferred Stock into more than one class of stock or more than one series of any class; (2) to establish and fix the distinguishing designation of each such series and the number of shares thereof, which number, by like action of the Board of Directors, from time to time thereafter, may be increased, except when otherwise provided by the Board of Directors in creating such series, or may be decreased, but not below the number of shares thereof then outstanding; and (3) within the limitations of applicable law of the State of Nevada or as otherwise set forth in this Article, to fix and determine the relative voting powers, designations, preferences, limitations, restrictions and relative rights of the various classes of stock or series thereof.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of Incorporation have voted in favor of the amendment is: [Approved by 50.6% vote of shareholders]

4. Effective date of filing (optional): 8/31/06

(Must not be later than 90 days after the certificate is filed)

5. Officer Signature (required):

*Francis L. White*

\*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless of limitations or restrictions on the voting power thereof.

**IMPORTANT:** Failure to include any of the above information and submit the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State AM 78.385 Amend 2003  
Revised 08/09/05