

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale and Transfer Statement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sand Hill Finance, LLC		12/14/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	William DelBiaggio III		
Street Address:	c/o Sand Hill Capital		
Internal Address:	3000 Sand Hill Road, Bldg. 1, Suite 240		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	INDIVIDUAL:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2814232	EDGEFORCE	
Registration Number:	2841683	POINTFORCE	
CORRESPONDENCE DATA			
Fax Number:	(704)444-1737		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7044441000		
Email:	larieko.welch@alston.com		
Correspondent Name:	Alston & Bird LLP		
Address Line 1:	Bank of America Plaza		
Address Line 2:	101 S. Tryon St., Ste. 4000		
Address Line 4:	Charlotte, NORTH CAROLINA 28280-4000		
ATTORNEY DOCKET NUMBER:	054567/344868		
NAME OF SUBMITTER:	Roger P. Bonenfant		

CH \$65.00 2814232

Signature:	/Roger P. Bonenfant/
Date:	07/30/2008
Total Attachments: 10 source=Bill of Sale and Transfer Statement (2)#page1.tif source=Bill of Sale and Transfer Statement (2)#page2.tif source=Bill of Sale and Transfer Statement (2)#page3.tif source=Bill of Sale and Transfer Statement (2)#page4.tif source=Bill of Sale and Transfer Statement (2)#page5.tif source=Bill of Sale and Transfer Statement (2)#page6.tif source=Bill of Sale and Transfer Statement (2)#page7.tif source=Bill of Sale and Transfer Statement (2)#page8.tif source=Bill of Sale and Transfer Statement (2)#page9.tif source=Bill of Sale and Transfer Statement (2)#page10.tif	


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

ASSIGNMENT AND PURCHASE AGREEMENT

This ASSIGNMENT AND PURCHASE AGREEMENT (this "Agreement") is entered into as of December 14, 2006 by and between SAND HILL FINANCE, LLC ("Assignor") and WILLIAM DELBIAGGIO, III (the "Assignee").

Assignor is the owner of substantially all of the personal property (the "Personal Property") of AMARIUM TECHNOLOGIES, INC. (the "Company"), acquired by a credit bid in a public sale held on December 4, 2006 (the "Foreclosure"). Assignor wishes to assign the Assets to Assignee, as well as any claims Assignor may have against the Company for amounts still owing to Assignor and any guaranties made in support of such amounts, including rights under the documents set forth on attached Exhibit A (collectively the "Finance Documents"). Assignor is the sole shareholder of China Managed Services, Inc. ("CMS") The Personal Property, the Finance Documents and CMS are referred to as the "Assets".

The parties agree as follows:

SECTION 1. Assignment and Assumption.

(a) Effective upon the date hereof or such other date that Assignor and Assignee select (the "Settlement Date"), Assignor sells and assigns to Assignee, without recourse, representation or warranty (except as expressly set forth in Section 2, below), and Assignee purchases and assumes from Assignor all of Assignor's rights in the Assets.

(b) Assignee shall pay to Assignor, on or before the Settlement Date, \$2,350,000, consisting of (i) a cash payment of \$50,000 and (ii) delivery of a promissory note in substantially the form attached for \$2,300,000.

SECTION 2. Certain Representations, Warranties and Agreements.

(a) Assignor represents and warrants that it is the legal and beneficial owner of the Finance Documents, free and clear of any adverse claim. Assignor's title to the Personal Property is subject to a first priority security interest in the name of Assignor, as Agent for certain Secured Parties. The indebtedness secured by such security interest is due and payable, and Assignor at any time may enforce its rights relating thereto, which rights include, among other things, the right to sell the Assets free and clear of any claim of Assignor acquired in the Foreclosure, and any right that Assignee may acquire through Assignor hereunder. Assignee acknowledges Assignor makes no other representations in respect of the Assets, and Assignee accepts the Assets as-is. Without limiting the generality of the foregoing, Assignor shall not be responsible for or otherwise liable with respect to the validity, enforceability, or sufficiency of any of the Finance Documents, or the existence or priority of any security interests purported to be granted in the Finance Documents, or the defenses or absence of defenses that any party may assert under the Finance Documents.

(b) Each party to this Agreement represents and warrants to the other hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

SECTION 3. Miscellaneous.

(a) This Agreement constitute the entire agreement between the parties hereto pertaining to the subject matter contained herein. This Agreement nor any terms hereof may be amended, supplemented or

modified, nor may the obligations of the parties hereto be waived, except pursuant to a writing signed by Assignor and Assignee.

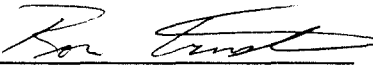
(b) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. ASSIGNOR AND ASSIGNEE WAIVE ANY RIGHT TO A JURY TRIAL ON ANY MATTERS ARISING OUT OF THIS AGREEMENT. IF THIS WAIVER IS UNENFORCEABLE, ASSIGNOR AND ASSIGNEE WILL RESOLVE ALL SUCH MATTERS BY JUDICIAL REFERENCE PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ BEFORE A MUTUALLY ACCEPTABLE REFEREE (OR IF THE PARTIES CANNOT AGREE, A REFEREE SELECTED BY THE CHIEF JUDGE OF THE CALIFORNIA SUPERIOR COURT IN SANTA CLARA COUNTY, WITHOUT A JURY.

(c) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(d) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

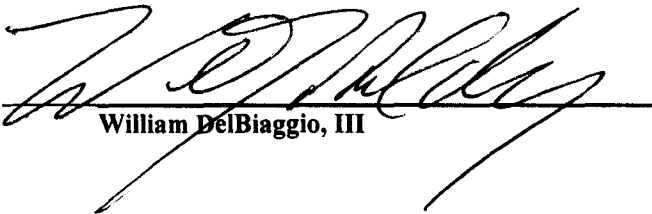
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers.

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



By: Ron Ernst

Title: Chief Financial Officer



William DelBiaggio, III

Exhibit A

Finance Documents

1. The following documents in connection with the Financing Agreement between Sand Hill Finance, LLC (“SHF”) and Servgate Technologies, Inc. (“Servgate”)
 - (a) Financing Agreement
 - (b) Resolutions to Borrow
 - (c) First Amendment to Financing Agreement
 - (d) Second Amendment to Financing Agreement
 - (e) Third Amendment to Financing Agreement
 - (f) Fourth Amendment to Financing Agreement
 - (g) Unconditional Guaranty (Frank Wilde)
 - (h) Unconditional Guaranty (Bruce Hendrix)
 - (i) UCC Financing Statement naming Servgate as Debtor and SHF as Secured Party

2. The following documents in connection with the Foreclosure Sale Agreement between Sand Hill Finance, LLC (“SHF”) and Amarium Technologies, Inc. (fka Cirond Corporation) (“Amarium”)

Section 1 – UCC Filings

- (a) Certificate of Amendment - Change Name to **Amarium Technologies, Inc.**
- (b) UCC Filing – SHF #2006010629-8
- (c) UCC Filing – SHF #2006010630-1
- (d) Search to Reflect UCC Filings
- (e) UCC Filing – Nova Corp. #2006029300-3

Section 2 – Initial Transaction

- (f) Foreclosure Sale Agreement
- (g) Corporate Resolutions to Borrow
- (h) Promissory Note -- \$2.1mm
- (i) Intercreditor Agreement to Provide Insurance
- (j) Affirmation of Guaranty – Frank Wilde
- (k) Personal Financial Statement – Frank Wilde
- (l) Affirmation of Guaranty – Bruce Hendrix (**UNSIGNED**)

Section 3 – Second Funding on Bridge

- (m) 1st Amendment to Foreclosure Sale Agreement
- (n) 1st Amendment to Promissory Note
- (o) 1st Amendment to Intercreditor Agreement

Section 4 – Third Funding on Bridge

- (p) 2nd Amendment to Foreclosure Sale Agreement
- (q) 2nd Amendment to Intercreditor Agreement
- (r) 2nd Amendment to Promissory Note

Section 5 – Second Funding on Promissory Note (Uber Bridge #1)

- (s) 3rd Amendment to Promissory Note
- (t) 3rd Amendment to Intercreditor Agreement
- (u) Consents to Advance – Multiple Participants

Section 6 – Third Funding on Promissory Note (Uber Bridge #2)

- (v) 4th Amendment to Promissory Note

Exhibit A

Finance Documents

- (w) 4th Amendment to Intercreditor Agreement
- (x) Consents to Advance – Multiple Participants

3. The following documents in connection with the Loan and Security Agreement between Sand Hill Finance, LLC (“SHF”) and Amarium Technologies, Inc. (fka Cirond Corporation) (“Amarium”)

Section 1 – UCC Filings

- (a) Certificate of Amendment - Change Name to **Amarium Technologies, Inc.**
- (b) UCC Filing – SHF #2006010629-8
- (c) UCC Filing – SHF #2006010630-1
- (d) Search to Reflect UCC Filings
- (e) UCC Filing – Nova Corp. #2006029300-3

Section 2 – Initial Transaction

- (f) Loan and Security Agreement
- (g) Promissory Note – \$1.0mm
- (h) Corporate Resolutions to Borrow
- (i) Warrant to Purchase Stock
- (j) Intercreditor Agreement
- (k) Deposit Account Control Agreement
- (l) IPSA to Loan and Security Agreement

Section 3 – Second Funding on Bridge

- (m) 1st Amendment to Loan and Security Agreement
- (n) 1st Amendment to Intercreditor Agreement
- (o) Warrant to Purchase Stock - **Unsigned**

Section 4 – Third Funding on Bridge

- (p) 2nd Amendment to Loan and Security Agreement
- (q) 2nd Amendment to Intercreditor Agreement

Section 5 – Second Funding on Promissory Note (Uber Bridge #1)

- (r) 3rd Amendment to Intercreditor Agreement
- (s) Consent to Advance – Multiple Participants

Section 6 – Third Funding on Promissory Note (Uber Bridge #2)

- (t) 4th Amendment to Intercreditor Agreement – **Needs BSGL**
- (u) Consent to Advance – Multiple Participants

4. The following participation documents in connection with the above described documents.

- (a) AirPatrol Research
- (b) Broomfield Family Trust
- (c) William Del Biaggio
- (d) Hunt Living Trust
- (e) I-Bankers
- (f) Ken Marineau
- (g) Lou Ryan
- (h) Bart VanHeden

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

Description	Application / Patent Number	Application / Issue Date
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



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