

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale and Assignment and Assumption Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
William DelBiaggio III		07/15/2007	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	China Managed Services, Inc.		
<b>Street Address:</b>	20 N. Santa Cruz Ave.		
<b>Internal Address:</b>	Ste. A		
<b>City:</b>	Los Gatos		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95030		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2814232	EDGEFORCE	
Registration Number:	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		

CH \$65.00 2814232

Signature:

/Roger P. Bonenfant/

Date:

08/01/2008

**Total Attachments: 39**

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## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement ("Agreement") dated and effective as of July 15, 2007, is made by and among each of the persons and entities listed on Exhibit A (each an "Assignor", collectively the "Assignors") and China Managed Services, Inc., a Cayman Islands corporation (the "Assignee").

**WHEREAS**, ServGate Technologies, Inc. ("ServGate"), a Delaware corporation, borrowed certain funds from Sand Hill Finance, LLC ("SHF") and BSGL, LLC ("BSGL"), in several installments from October 29, 2004 through December 23, 2005, pursuant to a series of loan agreements and promissory notes (hereinafter referred to as "SHF Loans" and "BSGL Loans" respectively);

**WHEREAS**, in connection with the SHF Loans and BSGL Loans, ServGate pledged all of its assets ("Assets") as collateral to secure its loan obligations;

**WHEREAS**, ServGate defaulted on its obligations under the SHF Loans and BSGL Loans, and SHF foreclosed on the Assets through a private foreclosure sale under California Uniform Commercial Code Section 9610 on March 21, 2006;

**WHEREAS**, pursuant to a Foreclosure Sale Agreement dated April 4, 2006, a true and correct copy of which is attached hereto as Exhibit B, SHF sold all of the Assets to Cirond Corporation ("Cirond"), a Nevada corporation;

**WHEREAS**, in connection with the Foreclosure Sale Agreement, SHF extended a new bridge loan to Cirond as evidenced by the Loan and Security Agreement between SHF and Cirond, the Promissory Note, and Intellectual Property Security Agreement dated April 4, 2006 ("Bridge Loan"). Copies of the Bridge Loan documents are attached hereto as Exhibit C, Exhibit D, and Exhibit E;

**WHEREAS**, pursuant to a Participation Agreement entered into by and between SHF and the Assignors on June 12, 2006, a copy of which is attached hereto as Exhibit F, the Assignors funded, and accordingly acquired undivided interests in, the Bridge Loan and the security interests securing the Assets;

**WHEREAS**, on August 31, 2006, pursuant to an amendment to its Articles of Incorporation, Cirond changed its name to Amarium Technologies, Inc. ("Amarium");

**WHEREAS**, Amarium defaulted on its obligations under the Bridge Loan and SHF, acting for itself and as agent on behalf of the Assignors under the Participation Agreement, foreclosed on the Assets and acquired the ownership of all of the Assets through a credit bid in a public auction on December 4, 2006. A copy of the report on the public auction sale of the Assets is attached hereto as Exhibit G;

**WHEREAS**, on December 14, 2006, in consideration of Assignors' interests under the Participation Agreement, pursuant to an Assignment and Assumption Agreement attached hereto as Exhibit H ("Prior Assumption Agreement"), SHF assigned and transferred all of its rights in the Assets to the Assignors;

**WHEREAS**, following the transfer of the Assets under the Prior Assignment Agreement, the Assignors are now the owners of the Assets, including, but not limited to those assets listed in **Exhibit I**;

**WHEREAS**, the Assignors now desire to assign and Assignee desires to assume all of the Assets;

**WHEREAS**, the Assignee desires to issue certain Preference Shares (the "Shares") to the Assignors in exchange for the assignment of the Assets. The schedule detailing the issuance of the Shares to each of the Assignors is attached hereto as **Exhibit J**; and

NOW THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, Assignors and Assignee hereby agree as follows:

### **Article I**

**1.01 Assignment and Assumption of Assets.** Assignee hereby assumes, and Assignors hereby assign to Assignee, all of the Assets pursuant to this Agreement.

**1.02 Transfer of Assets.** Each Assignor hereby assigns, transfers, conveys and delivers to Assignee the following:

- (a) all of Assignor's right, title and interest in and to the Assets;
- (b) all contractual rights, all rights of Assignor pertaining to any causes of action, lawsuits, judgments, claims, demands, counterclaims, set-offs or defenses Assignor may have with respect to the Assets and other general intangibles arising out of the operation and use of the Assets;
- (c) all intellectual property rights including, but not limited to, trade secrets, know-how, computer software, licenses and goodwill related to the Assets; and
- (d) all books and records relating to the Assets.

**1.03 Acceptance and Assumption.** Assignee hereby:

- (a) receives and accepts all of the Assets assigned, transferred, conveyed and delivered to Assignee by the Assignors pursuant to this Agreement;
- (b) assumes and will faithfully honor and fully and timely pay, perform and discharge all of the Assignors' obligations, duties, and liabilities of the Assignors to the extent attributable to the Assets transferred to Assignee by Assignor pursuant to this Agreement.

### **Article II**

**2.01 Consideration.** In consideration for the assignment of the Assets, Assignee shall issue to each Assignor certain Shares in the amounts specified on **Exhibit J** hereto, pursuant to



**3.03 Entire Agreement.** This Agreement and Exhibits hereto 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 Assignors and Assignee.

**3.04 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regards to conflicts of law.

**3.05 Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

**3.06 Counterparts.** 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 by one and the same instrument.

**3.07 Notices.** Unless otherwise provided herein, any notice required or permitted under this Agreement shall be deemed effective upon the earliest of (a) actual receipt, or (b) (i) one (1) business day after delivery by confirmed facsimile transmission, (ii) one (1) business day after the business day of deposit with an internationally recognized overnight courier service for next day delivery, freight prepaid, or (iii) three (3) business days after deposit with the United States Post Office for delivery by registered or certified mail, postage prepaid. Any such notice shall be addressed to the party to be notified at the address indicated for such party indicated on the signature pages or exhibits hereto, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties.

**3.08 Attorneys' Fees; Specific Performance.** Assignors shall reimburse Assignee for all costs incurred by Assignee in enforcing the performance of, or protecting its rights under, any part of this Agreement, including reasonable costs of investigation and attorneys' fees.

**3.09 Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers whose signature appears below as of the date first written above.

Assignor:

Assignee:

SAND HILL MANAGEMENT PARTNERS,  
LLC

CHINA MANAGED SERVICES, INC.

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

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

Name:

Name:

Title:

Title:

Address:

Address:

Assignor:

KEN MARINEAU

.....

Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

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8/29/2018 11:48

**TRADEMARK**  
**REEL: 003827 FRAME: 0300**



Assignor:

HUNT LIVING TRUST

By: .....

Name:

Title:

Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

Assignor:

AIRPATROL RESEARCH CORPORATION

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

Name:

Title:

Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

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**TRADEMARK**  
**REEL: 003827 FRAME: 0302**

Assignor:

WILLIAM DEL BIAGGIO III

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Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

- 9 -

302870.01/3

**TRADEMARK**  
**REEL: 003827 FRAME: 0303**

Assignor:

LOU RYAN

.....  
Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

Assignor:

BART VAN HADEL

---

Address:

Assignor:

I-BANKERS SECURITIES

By: .....

Name:

Title:

Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

EXHIBIT A  
ASSIGNORS

Sand Hill Management Partners, LLC

Ken Marineau

Hunt Living Trust

AirPatrol Research Corporation

William Del Biaggio III

Lou Ryan

Bart van Hadel

I-Bankers Securities

**EXHIBIT B**  
**FORECLOSURE SALE AGREEMENT**



EXHIBIT C  
LOAN AND SECURITY AGREEMENT

EXHIBIT D  
PROMISSORY NOTE

EXHIBIT E

INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT F  
PARTICIPATION AGREEMENT

EXHIBIT G

REPORT ON SALES AGENT'S LIQUIDATION OF ASSETS

EXHIBIT H  
ASSIGNMENT AND PURCHASE AGREEMENT



EXHIBIT J

SCHEDULE OF THE ISSUE OF THE SHARES

Assignors	Shares	Par Value
Sand Hill Management Partners, LLC	909,090	\$0.001
Ken Marineau	163,960	\$0.001
Hunt Living Trust	163,960	\$0.001
AirPatrol Research Corporation	262,336	\$0.001
William Del Biaggio III	3,058,192	\$0.001
Lou Ryan	131,168	\$0.001
Bart van Hadel	163,960	\$0.001
I-Bankers Securities	262,336	\$0.001

TRADEMARK

REEL: 003827 FRAME: 0316



**EXHIBIT K**

**SERIES A PREFERENCE SHARE AGREEMENT**

EXHIBIT L  
INVESTOR RIGHTS AGREEMENT

EXHIBIT M  
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers whose signature appears below as of the date first written above.

Assignor:

Assignee:

SAND HILL MANAGEMENT PARTNERS,  
LLC

CHINA MANAGED SERVICES, INC.

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

Address:

Address:

300 SANDS HILL  
B1, S240  
MENLO PARK, CA  
94025

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers whose signature appears below as of the date first written above.

Assignor:

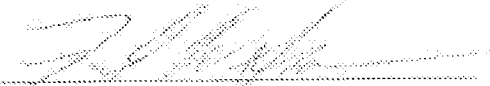
SAND HILL MANAGEMENT PARTNERS,  
LLC

By: \_\_\_\_\_  
Name:  
Title:

Address:

Assignee:

CHINA MANAGED SERVICES, INC.

By:   
Name: Frank Chirba  
Title: CEO

Address: 9300 Prince William  
Austin, TX  
78792

Assignor:

KEN MARINEAU

*Ken Marineau*

Address: *20 Camp Bello Ct  
Crest Park, CA 94025*

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

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Assignor:

HUNT LIVING TRUST

By: 

Name: P. Michael Hunt

Title: Trustee

Address: Po Box 1597  
Mailing - Los Gatos, CA 95031

Home: 21111 Old Well Rd.  
Los Gatos, CA 95033

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

Assignor:

AIRPATROL RESEARCH CORPORATION

By: Buddy R. [Signature]  
Name:  
Title:

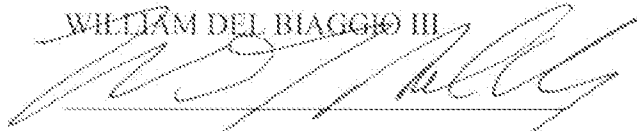
Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement



Assignor:

WILLIAM DEL BIAGGIO III



Address:

3000 Sand Hill Rd.  
Bldg 1-240  
Menlo Park, CA 94025

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

Assignor:

LOU RYAN

*Lou Ryan*  
-----

Address:

*7080 Wooded Lake Dr.  
San Jose CA 95120*

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

Assignor:

BAKT VAN HOFDEL

for and on behalf of  
BeeBird beheer B.V.

Address:

STRAWINSKYLAAN 3107

1077 ZX AMSTERDAM.

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

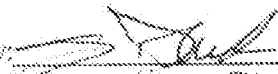
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TRADEMARK  
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Assignor:

I-BANKERS SECURITIES

By:   
Name: Shelley Gluck  
Title: President

Address:

Counterpart Signature Page to Bill of Sale and Assignment and Purchase Agreement

**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

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**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





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