TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBSENSE UK LIMITED		03/31/2008	LIMITED LIABILITY COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	CYBERPATROL
Street Address:	P.O. BOX 265
City:	ENOLA
State/Country:	PENNSYLVANIA
Postal Code:	17025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2184549	CHATGARD
Registration Number:	2024687	CYBER PATROL
Registration Number:	3274697	PROTECTING AN ONLINE GENERATION

CORRESPONDENCE DATA

Fax Number: (510)649-7931
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 510-649-1331
Email: sjadams@adamslaw.biz
Correspondent Name: Adams Law Office
Address Line 1:   2140 Shattuck Ave.
Address Line 2:   Suite 707
Address Line 4:   Berkeley, CALIFORNIA   94704

NAME OF SUBMITTER:	Sharon Adams
Signature:	/Sharon Adams/

Date:	08/20/2008

Total Attachments: 3
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ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This **Assignment and Assumption Agreement and Bill of Sale** ("Assignment"), dated March 31, 2008, is entered into by and between Websense UK Limited, a private limited liability company organized under the laws of England and Wales, SurfControl, Inc., a Delaware Corporation, and Websense, Inc. a Delaware corporation (collectively "Assignor"), and CyberPatrol, LLC, a limited liability company organized under the laws of Delaware, ("Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement dated March 19, 2008 by and among Websense UK Limited, SurfControl, Inc., Websense, Inc. and CyberPatrol, LLC and CyberPatrol UK Limited (the "Asset Purchase Agreement"). All defined terms not defined herein shall have the meaning set forth in the Asset Purchase Agreement.

WHEREAS, Assignor would like to sell, convey, assign, transfer and deliver to Assignee the entire right, title and interest in and to the Assets;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Except for the Copyrights, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all liens all right, title and interest, in and to the Assets and the Purchaser hereby accepts such Assets and assumes and agrees to cause to be discharged, paid and satisfied each of the Assumed Liabilities.

2. Subject to Section 9.2(d) of the Asset Purchase Agreement, Assignor quitclaims the Copyrights to Assignee.

3. Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's commercially reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership the Assets, as applicable.

4. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Agreement including, without limitation, the

representations and warranties and other provisions thereof. The terms and conditions of the Asset Purchase Agreement are incorporated herein by reference.

5.   This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

6.   This Assignment shall be governed by and construed under the laws of the State of California, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

7.   If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8.   This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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The parties to this Agreement have caused this Agreement to be executed and delivered as of March 31, 2008.

WEBSENSE UK LIMITED,
a company organized under the laws of
England & Wales

By: _____
Dudley Mendenhall, Director

SURFCONTROL, INC.
a Delaware Corporation

By: _____
Dudley Mendenhall, Chief Executive Officer

WEBSENSE, INC.,
a Delaware corporation

By: _____
Dudley Mendenhall, Chief Financial Officer

CYBERPATROL, LLC
a limited liability company

By: _____

Title: Robert C. Bales, Managing Member

CYBERPATROL UK LIMITED
a company organized under the laws of England &
Wales.

By: _____

Title: Robert C. Bales, Director