

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Harris Corporation		02/21/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PatchLink Corporation		
<b>Street Address:</b>	15880 North Greenway Hayden Loop, Suite 100		
<b>City:</b>	Scottsdale		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2313698	STAT	
Registration Number:	2879883	STAT	
Registration Number:	2745383	SECURITY THREAT AVOIDANCE TECHNOLOGY	
Registration Number:	3152104	STAT GUARDIAN	
Registration Number:	2948641	STAT NEUTRALIZER	
Registration Number:	2860758	STAT NEUTRALIZER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(602)916-5918		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	602-916-5451		
<b>Email:</b>	ip@fclaw.com, ssmith@fclaw.com		
<b>Correspondent Name:</b>	Stacie K. Smith		
<b>Address Line 1:</b>	3003 N. Central Avenue, Suite 2600		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85012		
<b>ATTORNEY DOCKET NUMBER:</b>	22819.001		

**CH \$165.00 2313698**

NAME OF SUBMITTER:	Stacie K. Smith
Signature:	/Stacie K. Smith/ssb/
Date:	09/09/2008
Total Attachments: 4 source=STAT assignment#page1.tif source=STAT assignment#page2.tif source=STAT assignment#page3.tif source=STAT assignment#page4.tif	

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of February 21, 2007, by and between PATCHLINK CORPORATION ("Buyer"), a Delaware corporation, and HARRIS CORPORATION ("Seller"), a Delaware corporation.

### RECITALS

WHEREAS, Seller, acting through its Government Communications Systems Division, is, among other things, engaged in the development, marketing, promotion, distribution, and sale of certain security threat avoidance technology products;

WHEREAS, Seller desires to sell substantially all of the assets of Seller used primarily in connection with the operation of the products listed on ANNEX A hereto (collectively, the "STAT Product Line") to Buyer, and Buyer desires to purchase such assets and has agreed to assume from Seller certain liabilities and obligations of Seller arising in connection with the STAT Product Line, in each case on the terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

### ARTICLE I PURCHASE OF ASSETS

1.1 Purchase and Sale of Assets. Upon delivery of all items required by Article V of this Agreement, and otherwise on and subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of Seller's right, title and interest in and to the following assets, properties, rights, licenses, and contracts of Seller, wherever located, to the extent primarily used or held for use in the STAT Product Line by Seller as the same shall exist on the Closing Date (collectively, the "Purchased Assets"), free and clear of all mortgages, pledges, liens, security interests, charges and encumbrances whatsoever ("Encumbrances") (other than (x) Encumbrances in respect of (1) liabilities that constitute Assumed Liabilities, (2) taxes not yet due and payable, or (3) the Encumbrances set forth on Section 1.1 of the Disclosure Schedule (collectively "Permitted Encumbrances"), or (y) Encumbrances arising from any act or omission of Buyer), but excluding the Excluded Assets:

(a) the tangible assets and properties and fixed assets and equipment, parts, production molds and other items of personal property listed on ANNEX B hereto (the "Equipment");

(b) all originals, or to the extent originals are not available, copies of records, property records, contract records, manufacturing, test and design records, product specifications, drawings, engineering, maintenance, operating and production records, and

business records used primarily in connection with the STAT Product Line (the "Records"); provided that Seller shall be entitled to retain copies of all such Records;

(c) the registered trademarks set forth on ANNEX C hereto, service marks, and such unregistered rights as may exist through use and foreign counterparts thereof owned by Seller and used primarily in connection with the STAT Product Line (the "Trademarks");

(d) the undocumented know-how related to the technologies, trade secrets, designs, improvements, manufacturing methods, engineering concepts, practices, processes, technical data, product development data, research data, specifications, or methods that are used exclusively in the STAT Product Line (the "Know-how"), subject to existing customer and end-user licenses;

(e) the technical documentation owned by Seller primarily relating to the STAT Product Line software, including, without limitation, any end-user manuals, product specifications, algorithms, source code, diagrams, bug lists, and electronic machine readable versions of such manuals, product answer books and other related documentation (collectively, the "Computer Documentation") and the Computer Documentation software, including source code, binary executable code, object code, compilers, assemblers, and algorithms which have been developed by Seller and incorporated primarily into the STAT Product Line, including the software listed on ANNEX D hereto (the "STAT Product Line Software"), subject to existing customer and end-user licenses;

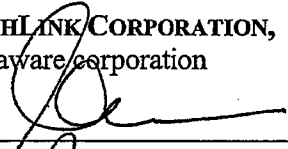
(f) subject to Section 1.6 of this Agreement, all rights and benefits in, to and under third party contracts, agreements, purchase orders, and sales orders (collectively, "Contracts") entered into by Seller primarily relating to the STAT Product Line, the Purchased Assets and/or the Assumed Liabilities, including as listed on ANNEX E hereto, but for greater certainty, excluding any Excluded Contracts (as defined below) (collectively, the "Assigned Contracts");

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Purchased Assets shall include only the Purchased Assets specifically identified in Section 1.1(a) through Section 1.1(f) of this Agreement, and shall not include, and Seller shall retain for its own use and benefit, any and all assets, properties, rights, licenses and contracts not listed in Section 1.1(a) through Section 1.1(f) of this Agreement, including but not limited to assets, properties, rights, licenses and contracts (a) identified on ANNEX F hereto; (b) in or to any third party databases or computer operating systems including those listed on ANNEX F hereto; (c) in or to the EMCC database (but not the customer-related data therein which shall be a Purchased Asset); (d) in or to any of Seller's cash, bank deposits, or similar cash items; (e) in or to any receivables of Seller, including those relating to the STAT Product Line; and (f) constituting (i) general purchase, supply or other Contracts or agreements between Seller and a third party pursuant to which Seller purchases products or services from such third party for any of Seller's businesses other than primarily for the STAT Product Line; (ii) Contracts not primarily relating to the STAT Product Line, the Purchased Assets and/or the Assumed Liabilities or that otherwise are primarily relating to Excluded Assets; or (iii) the GSA Letter of Supply (and attendant documents), dated as of February 6, 2007, issued by Seller (acting through its Government Communications Systems Division) to Insight Public Sector ("Insight", and

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**BUYER:**

PATCHLINK CORPORATION,  
a Delaware corporation

By: 

Name: Robert Crowe

Its: Chairman / CEO

**SELLER:**

HARRIS CORPORATION,  
a Delaware corporation

By: 

Name: RICARDO A. NAVARRO

Its: VICE PRESIDENT, CORPORATE DEVELOPMENT

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

ANNEX C

REGISTERED TRADEMARKS

Name	Registration/application number
STAT	Registered 2313698
STAT design	Registered 2879883
Security Threat Avoidance Technology	Registered 2745383
STAT Guardian	Registered 3152104
STAT Neutralizer	Registered 2948641
STAT Neutralizer design	Registered 2860758