

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
Bytware, Inc.		09/22/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Help/Systems, LLC		
Street Address:	6533 Flying Cloud Drive, Suite 200		
City:	Edan Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2709972	STANDGUARD	
Registration Number:	2427144	MESSENGERPLUS	
Registration Number:	2427143	MESSENGERCONSOLE	
CORRESPONDENCE DATA			
Fax Number:	(404)888-4190		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-888-4284		
Email:	tramstrom@hunton.com		
Correspondent Name:	Todd Ramstrom		
Address Line 1:	600 Peachtree Street		
Address Line 2:	c/o Hunton & Williams LLP		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Heath J. Vicente, Esq.		
Signature:	/Heath J. Vicente, Esq./		

OP \$90.00 2709972

Date:

09/23/2008

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement"), dated as of September 22, 2008 (the "Effective Date") is entered into by and among Help/Systems, LLC, a Delaware limited liability company ("Buyer") having a principal place of business located at 6533 Flying Cloud Drive, Suite 200, Eden Prairie, MN 55344; and Bytware, Inc., a Nevada corporation ("Seller"), having principal place of business located at 9440 Double R Blvd., Suite B, Reno, Nevada, 89521-5990.

RECITALS

WHEREAS, the Buyer, Seller and certain other parties are parties to an Asset Purchase Agreement (the "Purchase Agreement") dated September 12, 2008, pursuant to which Seller has agreed to transfer to Buyer, and Buyer has agreed to acquire, certain assets, as set forth therein, including certain intellectual property assets, including the assets set forth herein;

WHEREAS, Seller is the owner of the United States and foreign copyrights, trademarks and trademark applications, and domain names identified on the attached Exhibit A; and

WHEREAS, Buyer wishes to acquire from Seller, and Seller wishes to transfer to Buyer, all intellectual property and proprietary rights in the Bytware Rights, as defined herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including that set forth in the Purchase Agreement, the receipt of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Definitions

For purposes of this Agreement:

"Marks" shall mean: (a) the trademarks and trademark registrations set forth on Exhibit A attached hereto together with all renewals and extensions; (b) the right to apply for trademarks registrations relating to the foregoing, both in the United States and in foreign countries or regional offices, in one's own name, including the right to claim any priority rights to which such applications are entitled under conventions, treaties, or otherwise; (c) any trademark resulting from any of the foregoing; (d) the goodwill associated with any of the foregoing; and (e) the right to sue for past infringement of any of the foregoing by any third party and all proceeds therefrom.

"Copyrights" means all of the following: (a) the copyrights and copyright registrations set forth on Exhibit A attached hereto, together with all renewals and extensions; (b) the right to apply for copyright registrations relating to the foregoing, both in the United States and in foreign countries or regional offices, in one's own name

including the right to claim any priority rights to which such applications are entitled under conventions, treaties, or otherwise; (c) any copyright resulting from any of the foregoing; (d) the goodwill associated with any of the foregoing; and (e) the right to sue for past infringement of any of the foregoing by any third party and all proceeds therefrom.

“Domain Names” means the domain name registrations set forth on Exhibit A attached hereto, together with all registrar agreements, renewals, and associated registrar, ICANN, and DNS services, along with any trademark rights and goodwill associated with any of the foregoing throughout the world.

“Bytware Rights” means the Marks, the Copyrights, and the Domain Names.

Other Definitions. Other capitalized terms not expressly defined herein shall have the meaning given in the Purchase Agreement.

2. Assignment. The Seller hereby assigns, sells, transfers, conveys, and delivers to Buyer, all of its right, title and interest, of every kind or nature owned or otherwise held by each, whether jointly, severally, or collectively, in and to the Bytware Rights. Seller hereby authorizes and requests the appropriate offices in any country to issue to Buyer, in its own name, any certification or registration of any proprietary rights, including copyrights, industrial model, invention rights, design, trademark, or trade dress, which may be granted in connection with the Bytware Rights, in accordance with this Agreement.
3. Further Actions.
 - a. Seller shall execute and deliver without further consideration any further application, assignment, or other documents and to perform such other lawful acts as Buyer, its successors and assigns may deem reasonably necessary to fully secure, maintain, record, perfect, and enforce its rights, title or interest as specified herein. Seller shall not execute any agreement or engage in any business practices that conflict with this Agreement.
 - b. Buyer shall bear all costs of preparing confirmatory assignments and all assignment recordation fees associated with all of the foregoing assignments; provided however that Buyer shall not bear costs associated with Seller’s legal counsel; or for time spent by Seller personnel or signatories of such assignments.
 - c. Seller shall, at Seller’s expense, execute all paper and electronic documents, respond to any communications from Buyer or Buyer’s registrar, transfer all account authentication codes, credentials, and information, take any necessary actions, and otherwise cooperate as reasonably requested by Buyer, in order to ensure that the Domain Names are validly transferred to Company and/or such registrar or domain name account as Company may direct. Buyer shall complete all requirements associated with the Domain Names transfer within two calendar weeks of the effective date of this Agreement.

4. Subsequent Assignment. Buyer may freely assign all or a portion of its rights under this Agreement, including its rights to the ownership and use of the Bytware Rights, without providing any notice to Seller.

5. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Delaware.

6. Counterparts. This Agreement may be executed concurrently in one or more 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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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the date and year first written above.

SELLER:

BYTWARE, INC.,
a Nevada corporation



Christine Grant, President

BUYER:

HELP/SYSTEMS, LLC
a Delaware limited liability company

Janet Dryer, Chief Executive Officer

NAUPIN, COX & LEGGOY ATTORNEYS AT LAW, RENO, NEVADA

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IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be duly executed as of the date and year first written above.

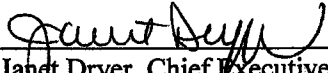
SELLER:

BYTWARE, INC.,
a Nevada corporation

Christine Grant, President

BUYER:

HELP/SYSTEMS, LLC
a Delaware limited liability company



Janet Dryer, Chief Executive Officer

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EXHIBIT A

PROPRIETARY RIGHTS SCHEDULE

Copyright Registrations

REGISTERED COPYRIGHTS			
Title of Work	Status	Registration No.	Registration Date
MessengerPlus : version 5.42: software manual.	Registered	TX4857209	October 01, 1998
Getting the message.	Registered	TX4626019	October 02, 1998
Messenger plus : version 5.2 software.	Registered	TX4746498	September 28, 1998
MessengerPlus : version 5.2 : documentation.	Registered	TX4746497	September 28, 1998
[Messenger plus : version 5.42 software]	Registered	TX4746496	September 28, 1998
Getting the message.	Registered	TX4746495	September 28, 1998
Tilted pager with bi-colored background.	Registered	VA833825	December 03, 1996

Copyright Applications

COPYRIGHT APPLICATIONS		
Title of Work	Status	Registration No.
MessengerConsole	Registration Filed on September 17, 2008	Service Request No. 1-95730111
MessengerPlus	Registration Filed on September 17, 2008	Service Request No. 1-95750751
StandGuard Network Security	Registration Filed on September 17, 2008	Service Request No. 1-95730283
StandGuard Anti-Virus	Registration Filed on September 17, 2008	Service Request No. 1-95754494
StandGuard aix	Registration Filed on September 17, 2008	Service Request No. 1-95790021
StandGuard linux	Registration Filed on September 17, 2008	Service Request No. 1-95799667
StandgGuard Recycle Bin	Registration Filed on September 17, 2008	Service Request No. 1-95754411 and 1-95778770
StandGuard peekplus	Registration Filed on September 17, 2008	Service Request No. 1-95790105
Bytware.com web site	Registration Filed on September 17, 2008	Service Request No. 1-95790321
Houston Record	Registration Filed on September 17, 2008	Service Request No. 1-95790158
Moshimoshi.com web site	Registration Filed on September 17, 2008	Service Request No. 1-95813771
I5virus	Registration Filed on September 17, 2008	Service Request No. 1-95813814

Registered Trademarks and Applications for Trademark Registration

COMMON LAW TRADEMARKS		
Mark	Scope of use	Date of First Use
Get the Message	Used in Messenger marketing, brochures, advertising, booth graphics. Sample provided.	Early 1995
Get Secure	Used in StandGuard marketing, brochures, advertising, booth images, etc. Sample provided.	December 2002
Monitoring & Securing a Connected World	Bytware logo tag and identifier of Seller. Used with logo and on all documents, website, etc.	2006

Registered Trademark

Trademark	Status	Registration No.	Registration Date
STANDGUARD	Registered	2,709,972	April 22, 2003
MESSENGERPLUS (Stylized) MessengerPlus	Registered	2,427,144	February 6, 2001
MESSENGERCONSOLE (Stylized) MessengerConsole	Registered	2,427,143	February 6, 2001

Domain Name Registrations

DOMAIN NAMES			
Domain Name	Registrant	Registrar	Expires
bytware.com	Bytware, Inc.	Network Solutions, LLC	Jan. 28, 2010
i5virus.com	Bytware, Inc.	Network Solutions, LLC	Jan. 28, 2010
moshimoshi.com	Bytware, Inc.	Network Solutions, LLC	Jan. 28, 2010
houstonrecord.com	Bytware, Inc.	Network Solutions, LLC	Jan. 28, 2010
bytwaremarketing.com	Bytware, Inc.	Network Solutions, LLC	Jan. 28, 2010

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