

**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>
Secure Computing Corporation		09/03/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aladdin Knowledge Systems Ltd.		
<b>Street Address:</b>	35 Efal St. Kiryat Arye		
<b>Internal Address:</b>	PO Box 3968		
<b>City:</b>	Petach Tikva		
<b>State/Country:</b>	ISRAEL		
<b>Postal Code:</b>	49511		
<b>Entity Type:</b>	CORPORATION: ISRAEL		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2759052	MOBILEPASS	
Registration Number:	2857778	PREMIERACCESS	
Registration Number:	1476670	SAFEWORD	
Registration Number:	3255581	SECUREWIRE	
Registration Number:	1902557	SOFTOKEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)568-6603		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-568-6060		
<b>Email:</b>	trademarks@klehr.com		
<b>Correspondent Name:</b>	Klehr, Harrison		
<b>Address Line 1:</b>	260 S. Broad Street		
<b>Address Line 4:</b>	philadelphia, PENNSYLVANIA 19102		
<b>ATTORNEY DOCKET NUMBER:</b>	10242-0002		

CH \$140.00 2759052

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Ari Indik
Signature:	/Ari Indik/
Date:	03/23/2009

Total Attachments: 6

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment"), dated as of September 4th, 2008, is made by and between Secure Computing Corporation, a Delaware corporation ("Assignor") and Aladdin Knowledge Systems Ltd. an Israeli Company ("Assignee").

**WHEREAS**, Assignor has adopted, used, and is using the marks identified on **Exhibit A**, attached hereto (the "Marks"); and

**WHEREAS**, Assignee wishes to acquire all of Assignor's rights in the Marks worldwide and any applications and registrations therefor, including the applications, registrations, and common law trademarks identified on **Exhibit A**, pursuant to that certain Asset Purchase Agreement, dated as of July 29, 2008, by and among Assignor and Assignee (the "Asset Purchase Agreement").

**NOW, THEREFORE**, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assignment of Marks.** Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks worldwide, and any applications and registrations therefor, including the applications and registrations identified on the attached **Exhibit A**, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made.

2. **Assignment of Cause of Action.** Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

3. **Cooperation.** Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

4. **Warranty of No Conflict of Rights.** Assignor hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted.

5. **Further Assurances.** Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Assignment.

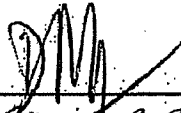
6. **Survival.** The terms, covenants, and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.

*(Remainder of page intentionally left blank; signature page follows)*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and such Assignment is effective as of the date set forth in the first paragraph.

ASSIGNOR:

SECURE COMPUTING CORPORATION

By:   
Name: Daniel P. Ryan  
Title: President and CEO


NOTARY CERTIFICATE

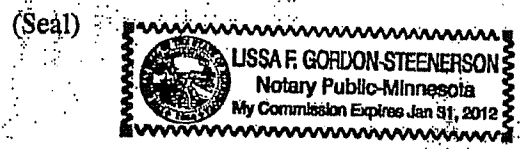
State of MN

County of Ramsey

This instrument was signed or acknowledged before me this 3rd day of September, 2008 by Daniel Ryan, known to me to be the CEO of Secure Computing Corporation.

January 31, 2012  
Commission Expires

  
Notary Public



(Signature Page to Trademark Assignment Agreement)

ASSIGNEE:

ALADDIN KNOWLEDGE SYSTEMS LTD.

By: [Signature]  
Name: AVIRAM SHEMER  
Title: CFO

NOTARY CERTIFICATE

State of ISRAEL

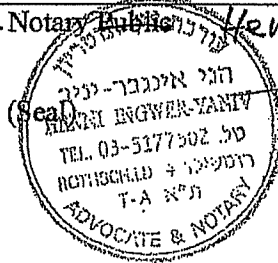
County of Tel-Aviv

This instrument was signed or acknowledged before me this 4<sup>th</sup> day of September, 2008 by Aviram Shemer, known to me to be the CFO of [Sinbad].

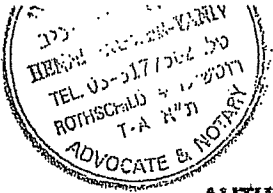
[Signature: H. Ingwer Yaniv]

Commission Expires \_\_\_\_\_

Advocate & Notary Public Henni Ingwer Yaniv



(Signature Page to Trademark Assignment Agreement)



№ 2710 מס'

**AUTHENTICATION OF SIGNATURE OF A PERSON SIGNING ON BEHALF OF A BODY CORPORATE OR IN THE NAME OF ANOTHER PERSON**

**אימות חתימתו של אדם בשם תאגיד או בשם אדם אחר**

I, the undersigned HENNI INGWER-YANIV  
Notary at Tel-Aviv hereby certify  
that on 4<sup>th</sup> September 2008 appeared before me  
at my office\*:

1. Mr. (Mrs. Miss) AVIRAM SHEMER  
who is known to me personally (whose identity was proved  
to me by identity Booklet No. \_\_\_\_\_  
Passport No. I092I092  
issued by Authority-I.C. Passport  
at Tiberias on November 14<sup>th</sup> 2007

2. Mr. (Mrs. Miss) \_\_\_\_\_  
who is known to me personally (whose identity was proved  
to me by identity Booklet No. \_\_\_\_\_  
Passport No. \_\_\_\_\_  
issued by \_\_\_\_\_ on \_\_\_\_\_)

and signed of his (her, their) own free will the above  
document (the attached document marked "A, B" (the  
document/s overleaf) on behalf in the name of  
ALADDIN KNOWLEDGE SYSTEMS LTD.

and I certify that, with a view to establishing the right of  
the above to sign on behalf of/in the name of  
ALADDIN KNOWLEDGE SYSTEMS LTD.

there has been produced to me:\*\*  
A Letter of Confirmation from  
Orit Kvintner Advocate, the Legal  
Consultant of Aladdin Knowledge Systems Ltd.

In witness whereof I hereby authenticate the signature/s  
of \_\_\_\_\_  
named, by my own signature and seal \_\_\_\_\_  
of September 2008

fees paid (ש"ח - כולל מ.ע.מ.) \_\_\_\_\_

חותם הנאמן  
Notary's Seal

אני הנ"מ, הנני אינגבר-יאניב  
תל - אביב  
4 לספטמבר 2008 מאשר כי ביום  
לפני כמסודר, \*  
אבירם שמר ז. מר(ת)

הודיעה/ה לי ידיעה אישית (שהתוודעה הוכחה לי על פי תעודת  
הזהרה/ה מס. 10921092  
דרכונה/ה מס. \_\_\_\_\_  
שניתן(ת)ה מאת סמכות ממונה ודרכונים  
ב 14/11/2007 ב- פברואר 2007

ג. מר(ת) \_\_\_\_\_  
הודיעה/ה לי ידיעה אישית (שהתוודעה הוכחה לי על פי תעודת  
הזהרה/ה מס. \_\_\_\_\_  
דרכונה/ה מס. \_\_\_\_\_  
שניתן(ת)ה מאת \_\_\_\_\_

החתם/תתי/ מר(ת)וודעה/הם הודיעה/ה על התמכר שלי/ המסודר  
וסמך/תן באית בעבר לה" "A"  
בשם אלדין מערכות מידע בע"מ

מאשר כי לתוכנת רשומה/ה תזיל לוחות בשם  
אלדין מערכות מידע בע"מ

הוצגה/ה/י בפניי \*\*  
אישור מאת עו"ד אורית קוינטנר  
היועצת המשפטית של החברה הנ"ל

ולראיה הנני מאשר את תועמלת/ה/ה על  
4 לחודש ספטמבר 2008  
היום \_\_\_\_\_

שכר בטר \_\_\_\_\_  
195-  
20  
225-



חתימה  
Signature

**EXHIBIT A**  
**Marks**

Country	Mark	Status	Filed	Reg. #	Reg. Date	Renewal Due
Australia	MOBILEPASS	Registered	21-Mar-03	947835	21-Mar-03	21-Mar-13
China	MOBILEPASS	Registered	27-Mar-03	3502629	07-Sep-04	6-Sep-14
European Comm.	MOBILEPASS	Registered	21-Mar-03	003105897	26-May-06	21-Mar-13
Japan	MOBILEPASS	Registered	31-Mar-03	4704832	29-Aug-03	29-Aug-13
U.S.	MOBILEPASS	Registered	29-Oct-02	2759052	02-Sep-03	2-Sep-13
Australia	PREMIER ACCESS	Registered	07-Feb-02	902727	07-Feb-02	7-Feb-12
Canada	PREMIERACCESS	Registered	08-Feb-02	642776	22-Jun-05	22-Jun-20
China	PREMIERACCESS	Registered	09-Feb-03	3455426	28-Jul-04	27-Jul-14
Japan	PREMIERACCESS	Registered	08-Feb-02	4612658	11-Oct-02	11-Oct-12
U.S.	PREMIERACCESS	Registered	08-Aug-01	2857778	29-Jun-04	29-Jun-14
Australia	SAFEWORD	Registered	27-Jun-88	489790	27-Jun-88	27-Jun-09
China	SAFEWORD	Registered	09-Feb-03	3455427	21-Feb-05	20-Feb-15
European Comm.	SAFEWORD	Registered	01-Apr-96	192989	07-Dec-98	1-Apr-16
U.K.	SAFEWORD	Registered	11-Dec-87	1329523	28-Feb-90	22-Jun-18
Japan	SAFEWORD	Registered	12-Aug-97	4381850	12-May-00	12-May-10
Japan	SAFEWORD	Registered	29-Sep-92	3122982	29-Feb-96	28-Feb-16
U.S.	SAFEWORD	Registered	22-Jun-87	1476670	16-Feb-88	16-Feb-18
Japan	SAFEWORD (KATAKANA)	Registered	29-Sep-92	3122983	29-Feb-96	28-Feb-16
European Comm.	SAFEWORD PREMIERACCESS	Registered	05-Nov-03	003522331	21-Jun-05	5-Nov-13
Canada	SECUREWIRE	Published	24-Oct-06			
Taiwan	SECUREWIRE	Registered	26-Oct-06	1268591	01-Jul-07	1-Jul-17
U.S.	SECUREWIRE	Registered	27-Apr-06	3255581	26-Jun-07	26-Jun-17
Madrid Protocol (see Note #1)	SECUREWIRE	Registered	18-Oct-06	905549	18-Oct-06	18-Oct-16
U.S.	SOFTOKEN	Registered	13-Jun-94	1902557	04-Jul-95	4-Jul-15

**NOTE #1:** This Madrid Protocol registration designates these countries: Australia, China, European Comm., Japan