

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
Acuity Solutions Holdings, LLC		03/19/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FishNet Security, Inc.		
Street Address:	1710 Walnut Street		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64108		
Entity Type:	CORPORATION: MISSOURI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3556895	ACUITY SOLUTIONS SECURING THE CONNECTED WORLD	
CORRESPONDENCE DATA			
Fax Number:	(312)660-0471		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-861-6371		
Email:	rprescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	200 E. Randolph Drive		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	39951-73 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		
Signature:	/Renee M. Prescan/		

CH 3556895 \$40.00

Date:

03/31/2009

Total Attachments: 4

source=Acuity - Trademark Assignment - Acuity to FishNet_(14410512_1)#page1.tif

source=Acuity - Trademark Assignment - Acuity to FishNet_(14410512_1)#page2.tif

source=Acuity - Trademark Assignment - Acuity to FishNet_(14410512_1)#page3.tif

source=Acuity - Trademark Assignment - Acuity to FishNet_(14410512_1)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 19, 2009 ("Effective Date") by and between Acuity Solutions Holdings, LLC, a Delaware limited liability company, with its principal office at 3000 Bayport Drive, Suite 350, Tampa, FL 33607 ("Assignor"), and FishNet Security, Inc., a Missouri corporation, with its principal office at ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Agreement and Plan of Merger dated March 19, 2009 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on the Schedule attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee Assignor's entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee and at Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect

to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ACUITY SOLUTIONS HOLDINGS, LLC

By: FISHNET SECURITY, INC.
Its: Sole Member

By: Bradford J Cornell

Name: Brad Cornell

Title: Vice President

FISHNET SECURITY, INC.

By: Bradford J Cornell

Name: Brad Cornell

Title: Vice President

SCHEDULE

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
3556895	1/6/2009	ACUITY SOLUTIONS SECURING THE CONNECTED WORLD & DESIGN