

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment Of Tranche A Intellectual Property Security Agreements		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank Of New York Mellon, As Collateral Agent	FORMERLY The Bank Of New York	06/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Foothill, LLC, As Collateral Agent		
Street Address:	2450 Colorado Avenue, Suite 3000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2229723	FAXMAKER	
Registration Number:	2695818	GFI	
Registration Number:	2582333	GFI	
Registration Number:	2845033	GFIMAILSECURITY	
Registration Number:	2774369	LANGUARD	
Registration Number:	2428215	MAIL ESSENTIALS	
Registration Number:	3186650	HOUNDDOG	
Serial Number:	77705944	HOUNDDOG TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3157		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	toddschneider@paulhastings.com		
Correspondent Name:	Todd Schneider		
Address Line 1:	4747 Executive Drive, 12 Floor		

CH \$215.00 2229723

900137770

TRADEMARK  
 REEL: 004015 FRAME: 0162

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 45035.00302

NAME OF SUBMITTER: Todd Schneider

Signature: /Todd Schneider/

Date: 07/01/2009

**Total Attachments: 7**

source=GFI - Fully Executed Assignment of Tranche A Intellectual Property Security Agreements#page1.tif

source=GFI - Fully Executed Assignment of Tranche A Intellectual Property Security Agreements#page2.tif

source=GFI - Fully Executed Assignment of Tranche A Intellectual Property Security Agreements#page3.tif

source=GFI - Fully Executed Assignment of Tranche A Intellectual Property Security Agreements#page4.tif

source=GFI - Fully Executed Assignment of Tranche A Intellectual Property Security Agreements#page5.tif

source=GFI - Fully Executed Assignment of Tranche A Intellectual Property Security Agreements#page6.tif

source=GFI - Fully Executed Assignment of Tranche A Intellectual Property Security Agreements#page7.tif

## ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS

This ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS (this "Assignment") is executed as of June 30, 2009 by THE BANK OF NEW YORK MELLON (formerly known as The Bank of New York) ("BNYM"), in its capacity as collateral agent immediately prior to the Effective Time (as defined in the below-defined Removal Agreement) (in such capacity, "Existing Collateral Agent") in favor of Successor Collateral Agent (as defined below). Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the below-defined Credit Agreement.

### WITNESSETH:

WHEREAS, Gee FI Holdings Limited, a BVI Business Company ("Borrower"), the Subsidiary Guarantors, the lenders from time to time a party thereto (each a "Lender" and collectively, the "Lenders"), BNYM, as administrative agent for the Lenders, and BNYM, as collateral agent for the Lenders, entered into that certain Amended and Restated Credit Agreement dated as of June 16, 2006 (as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, Borrower, GFI Software Ltd, a company incorporated in the British Virgin Islands ("GFI BVI"), and BNYM as Collateral Agent for the Tranche A Lenders entered into (a) that certain Tranche A Trademark Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche A Trademark Security Agreement"), (b) that certain Tranche A Patent Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche A Patent Security Agreement"), and (c) that certain Tranche A Copyright Security Agreement dated as of May 5, 2005 (as amended, supplemented or modified from time to time, the "Tranche A Copyright Security Agreement" and together with the Tranche A Trademark Security Agreement and the Tranche A Patent Security Agreement, the "Tranche A Intellectual Property Security Agreements") concerning, *inter alia*, (i) the trademarks listed on Schedule 1 attached hereto, and (ii) the patents listed on Schedule 2 attached hereto;

WHEREAS, concurrently herewith, Existing Collateral Agent and Successor Collateral Agent are entering into that certain Removal and Appointment of Agents Agreement (the "Removal Agreement"), pursuant to which Existing Collateral Agent is being removed as Collateral Agent and the Required Lenders are appointing Wells Fargo Foothill, LLC, a Delaware limited liability company, as successor Collateral Agent ("Successor Collateral Agent"); and

WHEREAS, in connection with the removal of Existing Collateral Agent, Successor Collateral Agent has requested that Existing Collateral Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Tranche A Intellectual Property Security Agreements to Successor Collateral Agent;

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Collateral Agent, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, without recourse, representation or warranty of any kind, as of the Effective Time (as defined in the Removal Agreement) to Successor Collateral Agent all of the rights, title and interest of Existing Collateral Agent in, to and under the Tranche A Intellectual Property Security Agreements.

2. Further Assurances. Existing Collateral Agent agrees to cooperate with Successor Collateral Agent, at the sole cost and expense of the Borrower and GFI BVI, and take all actions reasonably requested by Successor Collateral Agent in order to fully carry out the terms of this Assignment or to permit Successor Collateral Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Borrower and GFI BVI shall pay all costs and expenses of Existing Collateral Agent and Successor Collateral Agent, including the fees and expenses of counsel to the Existing Collateral Agent and Successor Collateral Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

[Signature pages follow.]


IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**THE BANK OF NEW YORK MELLON**  
(formerly known as The Bank of New York),  
in its capacity as Existing Collateral Agent

By:   
Name: STACEY PELLICANO  
Title: ASSISTANT VICE PRESIDENT

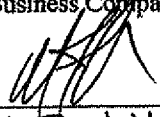
[SIGNATURE PAGE TO ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS]

WELLS FARGO FOOTHILL, LLC,  
a Delaware limited liability company,  
in its capacity as Successor Collateral Agent


By:   
Name: TIFFANY OLMON  
Title: VICE PRESIDENT

[SIGNATURE PAGE TO ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS]

**GEE FI HOLDINGS LIMITED**, a British  
Virgin Islands Business Company

By:   
Name: Michael Triplett  
Title: Managing Director

**GFI SOFTWARE LTD**, a British Virgin Islands  
Business Company

By:   
Name: Michael Triplett  
Title: Managing Director

[SIGNATURE PAGE TO ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY  
SECURITY AGREEMENTS]

**SCHEDULE 1**  
**TO**  
**ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

**Trademarks**

Registration No.	Application No.	Registration Date	Registration Owner	Mark
2,229,723		12/14/1998	GFI Fax & Voice Ltd.	FAXMAKER
2,695,818		3/11/2003	GFI Fax & Voice Ltd.	GFI (word only)
2,582,333		6/18/2002	GFI Fax & Voice Ltd.	GFI (and design)
2,845,033		5/25/2004	GFI Fax & Voice Ltd.	GFIMAILSECURITY
2,774,369		10/21/2003	GFI Fax & Voice Ltd.	LANGUARD
2,428,215		2/13/2001	GFI Fax & Voice Ltd.	MAIL ESSENTIALS
3,186,650		12/19/2006	Hounddog Technology Limited	HOUNDOG
	77/705,944	4/3/2009	Hounddog Technology Limited	HOUDDOG TECHNOLOGY

**SCHEDULE 2**  
**TO**  
**ASSIGNMENT OF TRANCHE A INTELLECTUAL PROPERTY SECURITY AGREEMENTS**

**Patents**

<b>Registration No.</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration Date</b>	<b>Title</b>
20020004908	09/812,406	3/20/2001	n/a	Electronic Mail Message Anti- virus System and Method
20030212913	10/429,380	5/5/2003	n/a	System and Method for Detecting a Potentially Malicious Executable File
20040143635	10/756,907	1/14/2004	n/a	Regulating Receipt of Electronic Mail