

**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>
Borderware Technologies, Inc.		07/30/2009	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WatchGuard Technologies, Inc.		
<b>Street Address:</b>	505 Fifth Avenue South, Suite 500		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98014		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2019834	BORDERWARE	
Registration Number:	3272132	BORDERWARE	
Registration Number:	3272124	BORDERWARE INFINITY	
Serial Number:	77521794	BORDERWARE REPUTATIONAUTHORITY	
Registration Number:	3235778	MXTREME	
Registration Number:	3362392	SIPASSURE	
Serial Number:	77521757	BORDERWARE SECURITY PLATFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)578-6999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	801-578-6903		
<b>Email:</b>	TM-SLC@stoel.com		
<b>Correspondent Name:</b>	Michael E. Mangelson		
<b>Address Line 1:</b>	201 South Main Street, Suite 1100		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		

OP \$190.00 2019834

ATTORNEY DOCKET NUMBER:	38089
NAME OF SUBMITTER:	Michael E. Mangelson
Signature:	/Michael E. Mangelson/
Date:	08/19/2009
Total Attachments: 5 source=Borderware TM Assignment#page1.tif source=Borderware TM Assignment#page2.tif source=Borderware TM Assignment#page3.tif source=Borderware TM Assignment#page4.tif source=Borderware TM Assignment#page5.tif	

## ASSIGNMENT OF TRADEMARKS & DOMAIN NAMES

This ASSIGNMENT OF TRADEMARKS & DOMAIN NAMES (the "Assignment") is made by Borderware Technologies Inc., a corporation under the laws of the Canada, having a principal place of business at 50 Burnhamthorpe Road, West, Suite 502, Mississauga, Ontario L5B 3C2, Canada ("Assignor") to WatchGuard Technologies, Inc., a corporation under the laws of the State of Washington ("Assignee").

WHEREAS, Assignor is the owner of entire right, title and interest in and to the following: (i) trademarks that are currently registered or are the subject of trademark applications in the name of Assignor in Canada, the United States, the United Kingdom, Germany, New Zealand, Japan, China, the Republic of Korea, Malaysia, and Taiwan, including, but not limited to, the trademark registrations and applications listed in Schedule 1 attached hereto and incorporated herein by this reference; (ii) the common law trademarks listed in Schedule 2 attached hereto and incorporated herein by this reference ((i) and (ii) are collectively referred to herein as the "Trademarks"); and (iii) the domain names listed in Schedule 3 attached hereto and incorporated herein by this reference (the "Domain Names");

AND WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks and Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee, all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, including the registrations and business and goodwill pertaining to each of the foregoing, together with any claims, demands and causes of action for the past, present and future infringement or unauthorized use of any of the foregoing, or for unfair competition in business in connection therewith, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment not been made.

Assignor will, at the request and expense of Assignee, do all things necessary, proper, or advisable (i) to assist Assignee in obtaining, registering, perfecting, sustaining, and/or enforcing the Trademarks, including, without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, and (ii) to assist Assignee in obtaining, registering, perfecting, sustaining, and/or enforcing the Domain Names, including, without limitation, taking steps necessary to formalize the transfer of ownership of the Domain Names to Assignee in accordance with the domain name transfer procedures of each Domain Name's registrar.

Assignor also hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all registrations or certificates which may be granted upon any of the Trademarks in the name of Assignee, as the assignee to the entire interest therein.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer this 30<sup>th</sup> day of July, 2009.

Assignor:

**BORDERWARE TECHNOLOGIES INC.**

by



Name: **MARK E. BURTON**

Title: **CRO**

I have authority to bind the Corporation.

This Assignment is hereby acknowledged and accepted by Assignee this \_\_\_\_ day of July, 2009.

Assignee:

**WATCHGUARD TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation.

IN TESTIMONY WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer this \_\_\_\_ day of July, 2009.

Assignor:

**BORDERWARE TECHNOLOGIES INC.**

by \_\_\_\_\_

Name:

Title:

I have authority to bind the Corporation.

This Assignment is hereby acknowledged and accepted by Assignee this 30<sup>th</sup> day of July, 2009.

Assignee:

**WATCHGUARD TECHNOLOGIES, INC.**

By: \_\_\_\_\_

Name: John Shelley

Title: CONTROLLER / SECRETARY

I have authority to bind the Corporation.

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark</b>	<b>Country</b>	<b>Application / Registration No.</b>	<b>Application / Registration Date</b>	<b>Status</b>
BORDERGUARD	United Kingdom	2030819	Mar. 22, 1996	Expired
BORDERGUARD	Canada	TMA 460,526	July 26, 1996	Registered
BORDERGUARD	Germany	395340209	Sept. 2, 1996	Abandoned
BORDERPATROL	Canada	884,747	July 20, 1998	Abandoned
BORDERPATROL	USA	75/623,911	Jan. 20, 1999	Abandoned
BORDERPOST	USA	75/849,944	Nov. 16, 1999	Abandoned
BORDERWARE	Australia	1109425	Apr. 18, 2006	Pending
BORDERWARE	Canada	1,297,534	Apr. 12, 2006	Pending
BORDERWARE	Canada	TMA 460,525	July 26, 1996	Registered
BORDERWARE	Community Trademark	5040084	Feb. 13, 2007	Registered
BORDERWARE	Germany	39620543	Sept. 11, 2000	Registered
BORDERWARE	Japan	3364867	Dec. 5, 1997	Registered
BORDERWARE	Korea, Republic of	375446	Sept. 23, 1997	Registered
BORDERWARE	Malaysia	95-12565	Nov. 24, 1995	Registered
BORDERWARE	New Zealand	746657	Apr. 20, 2006	Pending (Advertised)
BORDERWARE	Taiwan	1241199	Dec. 16, 2006	Registered
BORDERWARE	Taiwan	1254957	Mar. 16, 2007	Registered
BORDERWARE	Taiwan	1242499	Dec. 16, 2006	Registered
BORDERWARE	Taiwan	1259622	Apr. 16, 2007	Registered
BORDERWARE	Taiwan	739855	Dec. 15, 1996	Registered
BORDERWARE	UK	2,029,928	Aug. 10, 1995	Registered
BORDERWARE	USA	75/623911	Jan. 20, 1999	Abandoned
BORDERWARE	USA	2,019,834	Nov. 26, 1996	Registered
BORDERWARE	USA	3272132	July 31, 2007	Registered
BORDERWARE FIREWALL SERVER	Canada	TMA 460,296	July 19, 1996	Registered
BORDERWARE INFINITY	Canada	1297153	Apr. 10, 2006	Abandoned
BORDERWARE INFINITY	Community Trademark	5043641	May 31, 2007	Registered
BORDERWARE INFINITY	USA	3272124	July 31, 2007	Registered
BORDERWARE REPUTATIONAUTHORITY	USA	77/521794	July 14, 2008	Pending
BORDERWARE REPUTATIONAUTHORITY	Canada	1403590	July 16, 2008	Pending (Advertised)
BORDERWARE SECURITY	USA	77/521794	July 14, 2008	Pending

Mark	Country	Application / Registration No.	Application / Registration Date	Status
PLATFORM				
BORDERWARE SECURITY PLATFORM	Canada	1403588	July 16, 2008	Pending (advertised)
FIREWALL -SERVER	Canada	TMA 460,297	July 19, 1996	Registered
INTERCEPT	Canada	689978	Jun. 15, 2007	Registered
INTERCEPT	Community Trademark	5033063	Mar. 12, 2007	Registered
INTERCEPT	USA	78/858764	Apr. 11, 2006	Abandoned
MXTREME	Canada	TMA 606,552	Mar. 29, 2004	Registered
MXTREME	China	3,368,180	Aug. 21, 2007	Registered
MXTREME	Community Trademark	2896405	Oct. 18, 2002	Registered
MXTREME	Australia	931450	Oct. 21, 2002	Registered
MXTREME	Japan	4697633	June 6, 2003	Registered
MXTREME	New Zealand	682408	June 8, 2004	Registered
MXTREME	USA	3235778	May 1, 2007	Registered
MXTREME INFINITY & DESIGN	Canada	1265638		Abandoned
MXTREME INFINITY & DEVICE	Community Trademark	4557369	July 18, 2005	Registered
MXTREME INFINITY & DEVICE	USA	78/691766	Aug. 12, 2005	Abandoned
NAMEVAULT	Australia	995972	Mar. 31, 2004	Registered
NAMEVAULT	Canada	639387	May 9, 2005	Registered
NAMEVAULT	China	3992331	Apr. 28, 2006	Registered
NAMEVAULT	Japan	4800123	Sept. 3, 2004	Registered
NAMEVAULT	New Zealand	710510	Mar. 3, 2004	Published for opposition
SIPASSURE	Canada	689979	June 15, 2007	Registered
SIPASSURE	Community Trademark	5033071	Feb. 13, 2007	Registered
SIPASSURE	USA	3362392	Jan. 1, 2008	Registered
STEELGATE	Australia	1016327	Aug. 17, 2004	Registered
STEELGATE	Canada	648641	Sept. 21, 2005	Registered
STEELGATE	China	4239494	Jan. 27, 2007	Registered
STEELGATE	Community Trademark	3973989	Aug. 12, 2004	Registered
STEELGATE	Japan	4848597	Mar. 18, 2005	Registered
STEELGATE	New Zealand	717210	Feb. 24, 2005	Registered