

**TRADEMARK ASSIGNMENT**

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<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>
BitArmor Systems Inc.		12/31/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TrustWave Holdings Inc.		
<b>Street Address:</b>	70 West Madison St.		
<b>Internal Address:</b>	#1050		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3511143		
<b>Registration Number:</b>	3659535	SMART TAG	
<b>Serial Number:</b>	77185575	BITARMOR	
<b>Serial Number:</b>	77185577	BITARMOR	
<b>Serial Number:</b>	77185576	BITARMOR SECURITY SUITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)682-3580		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2026823500		
<b>Email:</b>	jrynkiewicz@kayescholer.com		
<b>Correspondent Name:</b>	John P. Rynkiewicz		
<b>Address Line 1:</b>	901 Fifteenth Street, NW		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		

**CH \$140.00 3511143**

ATTORNEY DOCKET NUMBER:	TRUSTWAVE
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	02/01/2010
Total Attachments: 4 source=BitAmorTMs_001#page1.tif source=BitAmorTMs_001#page2.tif source=BitAmorTMs_001#page3.tif source=BitAmorTMs_001#page4.tif	

## TRADEMARK ASSIGNMENT

This is a Trademark Assignment dated as of December 31, 2009 (the "Assignment") by BitArmor Systems Inc., a Delaware corporation ("Assignor"), to TrustWave Holdings, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns and wishes to assign all of its right, title, and interest in and to the trademarks set forth on Attachment I hereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to the terms of that certain Plan of Reorganization and Asset Purchase Agreement (the "Asset Purchase Agreement") between Assignor and Assignee, dated on or about the date hereof, Assignee has agreed to purchase all of Assignor's right, title and interest in and to certain assets, including, without limitation, the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, and its successors and assigns, all right, title and interest in and to the Assigned Trademarks and all goodwill associated with the Assigned Trademarks and symbolized thereby. Assignor authorizes and requests any official whose duty it is to maintain records of ownership of the Assigned Trademarks to record ownership of the Assigned Trademarks unto Assignee. Assignor agrees to cooperate with Assignee, and to execute and deliver such other documents, as reasonably necessary to give full effect to and to perfect the rights of Assignee in the Assigned Trademarks. Assignor agrees that Assignee may record this Assignment in the United States Patent and Trademark Office and such other offices foreign to the United States as Assignee deems necessary. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, other than such laws, rules, regulations, statutes or case law that would result in the application of the laws of any jurisdiction other than the State of Illinois.

The rights transferred by this Assignment include the right to bring all legal actions related to the Assigned Trademarks, including actions for any infringement no matter whether the infringement occurred before or after the assignment, and the right to recover damages for such infringement.

Assignor and Assignee hereby acknowledge and agree that the representations, warranties, covenants, agreements, indemnities and limitations thereto contained in the Asset Purchase Agreement shall not be superseded by this Trademark Assignment, but shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.

*[signatures on next page]*





## ATTACHMENT I

### **Assigned Trademarks**

#### Registered trademarks owned by BitArmor Systems, Inc.

The BitArmor logo "Miscellaneous Design" mark registered in the Principal Register (Registered on October 7, 2008, and given the registration number 3,511,143)

The BitArmor "Smart Tag" mark registered in the Supplemental Register (Registered on July 21, 2009, and given the registration number 3,659,535)

BITARMOR (Ser. No. 77/185,575)

BITARMOR (Ser. No. 77/185,577)

BITARMOR SECURITY SUITE (Ser. No. 77/185,576)

#### Unregistered trademarks owned by BitArmor Systems, Inc.

The old BitArmor logo

BitArmor

BitArmor Systems

Imperveon

Imperveon Data Security Platform

StorageArmor

White Knight

White Knight Data Security Platform

HyperCipher

e<sup>3</sup> Technology

e<sup>3</sup>

BitTegrity

BitTegrity Data Security Platform

BitArmor Security Suite

BitArmor Stored Data Protection

BitArmor Link Data Protection

KeyShredder

DataControl – (Trademark application with serial number 77/311,688 was abandoned for business reasons, but the DataControl mark continues to be used in the business.)

Please see Settlement and License Agreement signed between Seller and Tezzaron Semiconductor Corp dated November 13, 2009 related to the "BIT ARMOR MARK". Tezzaron assigned to the Seller all of its right, title and interest in and to the BIT ARMOR MARK and further licenses back the BIT ARMOR MARK from the Seller under the limitations set forth in the agreement.