

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
cipherOptics Inc.		09/17/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Adams Capital Management III, L.P.		
Street Address:	500 Blackburn Avenue		
City:	Sewickley		
State/Country:	PENNSYLVANIA		
Postal Code:	15143		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3513075	CIPHERENGINE	
Registration Number:	3528010	CIPHERVIEW	
Registration Number:	3528011	SAFE PASSAGE	
Registration Number:	3528012	POLICY KEY MANAGEMENT ARCHITECTURE	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-392-2126		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Jane Hepner		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0068294-001000		
NAME OF SUBMITTER:	Jane Hepner		

CH \$115.00 3513075

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TRADEMARK
REEL: 004286 FRAME: 0475

Signature:	/Jane Hepner/
Date:	09/29/2010
Total Attachments: 14 source=adams capital-cipheroptics security agreement 9-17-10#page1.tif source=adams capital-cipheroptics security agreement 9-17-10#page2.tif source=adams capital-cipheroptics security agreement 9-17-10#page3.tif source=adams capital-cipheroptics security agreement 9-17-10#page4.tif source=adams capital-cipheroptics security agreement 9-17-10#page5.tif source=adams capital-cipheroptics security agreement 9-17-10#page6.tif source=adams capital-cipheroptics security agreement 9-17-10#page7.tif source=adams capital-cipheroptics security agreement 9-17-10#page8.tif source=adams capital-cipheroptics security agreement 9-17-10#page9.tif source=adams capital-cipheroptics security agreement 9-17-10#page10.tif source=adams capital-cipheroptics security agreement 9-17-10#page11.tif source=adams capital-cipheroptics security agreement 9-17-10#page12.tif source=adams capital-cipheroptics security agreement 9-17-10#page13.tif source=adams capital-cipheroptics security agreement 9-17-10#page14.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT FOR PATENTS AND TRADEMARKS

This Intellectual Property Security Agreement for Patents and Trademarks (“Agreement”) dated September 17, 2010 is between cipherOptics Inc. (“Grantor”) and Adams Capital Management III, L.P. (“Lenders’ Agent”), on behalf of the Lenders (as hereinafter defined).

RECITALS:

A. Lenders have made loans to Grantor (“Loans”) as described in the Note Purchase Agreement dated of even date herewith (the “Note Purchase Agreement”) between the Grantor and the Purchasers and Existing Holders named therein (the “Lenders”), but only if Grantor grants Lenders’ Agent, on behalf of the Lenders and in accordance with the terms of the Note Purchase Agreement, a security interest in its intellectual property, including patents and trademarks.

B. Grantor has granted Lenders’ Agent, for the benefit of the Lenders, a security interest in all of its right, title and interest, presently existing or later acquired, in and to all the Collateral described in the Security Agreement dated of even date herewith (the “Security Agreement”) executed by Grantor, the Lenders and Lenders’ Agent contemporaneously with the Note Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, and intending to be legally bound, the parties hereto mutually agree as follows:

1. DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings given to them in the Note Purchase Agreement and the Security Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

“Intellectual Property Collateral” means:

(i) All letters patent of the United States or any other country or any political subdivision thereof, and all reissues and extensions thereof, and all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof or any other country or any political subdivision, including but not limited to each of the patents and patent applications which are presently owned by Grantor (including all of Grantor’s right, title, and interest, in and to the patents and patent applications listed on Exhibit A, attached hereto, as the same may be updated hereafter from time to time), in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights, and rights to extend such patents and patent rights;

(ii) All of Grantor’s right, title, and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any

foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Grantor or in the name of Lenders' Agent for past, present, and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country (together with clause (i), collectively, "Patents");

(iii) All agreements, whether written or oral, providing for the grant by the Grantor of any right to manufacture, use or sell any invention covered by a Patent ("Patent Licenses");

(iv) Each of the trademarks and rights and interest, including but not limited to trademark rights and interests which are capable of being protected as trademarks (including all of Grantor's right to the trademark registrations listed on Exhibit B, attached hereto, as the same may be updated hereafter from time to time, and all other trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and all reissues, extensions or renewals thereof, including but not limited to trademarks and rights and interests which are presently owned by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all goodwill associated therewith and all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(v) Any agreement, written or oral, providing for the grant by the Grantor of any right to use any Trademark;

(vi) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lenders' Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country (together with clause (iv), collectively, "Trademark Licenses");

(vii) All registrations with state or Federal agencies for any of the foregoing, and all reissues, continuations or extensions of the foregoing, together with all rights to register and record all of the foregoing;

(viii) All goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing;

(ix) All general intangibles relating to the foregoing; and

(x) All proceeds of any and all of the foregoing including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any person from time

to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental authority (or any person acting under color of governmental authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Trademark, or (C) injury to the goodwill associated with any Trademark, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

Notwithstanding the foregoing, "Intellectual Property Collateral" shall include any of the above-described property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located, but shall not include any license, property or contract right the granting of a security interest in which would be prohibited by law or contract.

"Obligations" means the Debt as defined in the Security Agreement.

2. GRANT OF SECURITY INTEREST.

Grantor hereby grants Lenders' Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title, and interest in and to the Intellectual Property Collateral to secure the Obligations, provided that such security interest shall be pari passu in all respect with the existing security interests set forth in that certain Intellectual Property Security Agreement for Patents and Trademarks dated December 24, 2009 between Grantor and Lenders' Agent and that certain Intellectual Property Security Agreement for Patents and Trademarks dated February 25, 2010 between Grantor and Lenders' Agent, as amended.

This security interest is granted in conjunction with the security interest granted under the Note Purchase Agreement and Security Agreement, and under the Intellectual Property Security Agreement for Copyrights and Mask Works dated of even date herewith. Lenders' Agent's rights and remedies in the security interest are in addition to those in the Note Purchase Agreement, the Security Agreement, the Intellectual Property Security Agreement for Copyrights and Mask Works, and those available in law or equity. Lenders' Agents' rights, powers and interests are cumulative with every right, power or remedy provided hereunder. Lenders' Agent's exercise of its rights, powers or remedies in this Agreement, the Note Purchase Agreement or any other Loan Document (as defined in the Note Purchase Agreement), and does not preclude the simultaneous or later exercise of any or all other rights, powers or remedies.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Patents; Trademarks; Service Marks

(i) A true and complete schedule setting forth all patent and patent applications owned or controlled by Grantor, together with a summary description in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit A;

(ii) A true and complete schedule setting forth all federal and state trademark and service mark registrations owned or controlled by Grantor, together with a summary description in respect of the filing or issuance thereof and expiration dates is set forth on Exhibit B;

3.2 Validity; Enforceability. To the Grantor's knowledge and belief, each of the patents, service marks, and trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the patents, service marks, or trademarks are invalid or unenforceable, or that the use of any patents, service marks, or trademarks violates the rights of any third person, or of any basis for any such claims; except that the provisional patent application set forth on Exhibit A hereto has expired.

3.3 Title. To the Grantor's knowledge and belief, Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the patents, patent applications, service marks, service mark registrations, trademarks, and trademark registrations free and clear of any liens, charges, and encumbrances, including pledges and assignments, or has the rights to use the same under a valid license; provided, however, that it is understood and agreed that Grantor has not done exhaustive prior art searches or other searches with respect to such property;

3.4 Notice. To the Grantor's knowledge and belief, Grantor has used and will continue to exercise reasonable efforts to use proper statutory notice in connection with its use of each of the patents, service marks, and trademarks;

3.5 Quality. Grantor has used and will continue to exercise reasonable efforts to use consistent standards of quality (consistent with Grantor's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the service marks and trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to exercise reasonable efforts to maintain the validity of the service marks and trademarks to the extent that the failure to so maintain the validity of such service marks and trademarks could reasonably be expected to result in a material adverse change to a Lender's economic interest and provided that Grantor may cease the use of a service mark or trademark in connection with the cessation of a particular product or service; and

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of Delaware and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, to the Grantor's knowledge and belief no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body in the United States is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or

performance of this Agreement by Grantor or for the perfection of or the exercise by Lenders' Agent of its rights hereunder with respect to the Intellectual Property Collateral.

4. AFTER-ACQUIRED PATENT, SERVICE MARK, OR TRADEMARK RIGHTS.

If Grantor shall obtain ownership rights to any new service marks, trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Grantor shall, upon reasonable request by Lenders' Agent, provide a report from time to time in writing to Lenders' Agent with respect to any such new service marks, trademarks, or patents, or renewal or extension of any service mark or trademark registration. Grantor shall bear any expenses incurred in connection with future patent applications and future service mark or trademark registrations.

5. LITIGATION AND PROCEEDINGS.

Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary and appropriate to protect the Intellectual Property Collateral. Grantor shall provide to Lenders' Agent any non-privileged information with respect thereto requested by Lenders' Agent. Lenders' Agent shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Lenders' Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the patents, service marks, or trademarks, its right to apply for the same, or its right to keep and maintain such patent, service mark, or trademark right.

6. POWER OF ATTORNEY.

To the extent it does not adversely affect the validity of the Intellectual Property Collateral, Grantor grants Lenders' Agent power of attorney, coupled with an interest, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time during the occurrence and continuance of an Event of Default in Lenders' Agent's discretion, to take any action and to execute any instrument which Lenders' Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Lenders' Agent to use or maintain the Intellectual Property Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Intellectual Property Collateral; to file any claims or take any action or institute any proceedings that Lenders' Agent may deem necessary for the collection of any of the Intellectual Property Collateral or otherwise to enforce Grantor's or the Lenders' rights with respect to any of the Intellectual Property Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person.

7. EVENTS OF DEFAULT.

An Event of Default (as defined in the Security Agreement) shall be an Event of Default under this Agreement.

8. SPECIFIC REMEDIES.

Upon the occurrence and continuation of any Event of Default, Lenders' Agent shall have, in addition to, other rights given by law or in this Agreement, the Note Purchase Agreement, the Security Agreement, or in the Notes, all of the rights and remedies with respect to the Intellectual Property Collateral of a secured party under the Code, including the following:

8.1 Notification. Lenders' Agent may notify licensees to make royalty payments on license agreements directly to Lenders' Agent for the benefit of the Lenders; and

8.2 Sale. Lenders' Agent may sell or assign the Intellectual Property Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lenders' Agent deems advisable. Any requirement of reasonable notice of any disposition of the Intellectual Property Collateral shall be satisfied if such notice is sent to Grantor thirty days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Lenders' Agent, and Grantor shall continue to be liable for any deficiency remaining after the Intellectual Property Collateral is sold or collected. If the sale is to be a public sale, Lenders' Agent shall also give notice of the time and place by publishing a notice one time at least ten days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Lenders' Agent may be the purchaser of any or all of the Intellectual Property Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Intellectual Property Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Lenders' Agent at such sale.

9. CHOICE OF LAW

The Code shall govern the perfection and the effect of attachment and perfection of the Lenders' security interest in the Collateral, and the rights, duties and obligations of the Lenders, the Lenders' Agent and Grantor with respect to the Intellectual Property Collateral. This Agreement shall be deemed to be a contract under the laws of the State of Delaware and, to the extent not inconsistent with the preceding sentence, the terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of that State.

10. GENERAL PROVISIONS.

10.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Lenders' Agent.

10.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that

Grantor may not assign the Agreement or any rights or duties hereunder without Lenders' Agent's prior written consent and any prohibited assignment shall be absolutely void. Lenders' Agent may assign this Agreement and its rights and duties hereunder, subject only to Section 4 of the Note Purchase Agreement, and no consent or approval by Grantor is required in connection with any such assignment.

10.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applied equally to this entire Agreement.

10.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lenders' Agent or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

10.5 Severability of Provisions. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

10.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Lenders' Agent and Grantor.

10.7 Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or other electronic means also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

10.8 Fees and Expenses. Grantor shall pay to Lenders' Agent on demand all costs and expenses that Lenders' Agent or the Lenders pay or incur in connection with the administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Lenders' Agent; (b) reasonable costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office and United States Copyright Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Grantor under this Agreement that Grantor fails to pay or take; (f) costs and expenses of preserving and protecting the Intellectual Property Collateral; and (g) reasonable costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the

security interest created hereunder, sell or otherwise realize upon the Intellectual Property Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Lenders arising out of the transactions contemplated hereby (including preparations for the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement or the Loan Documents regarding costs and expenses to be paid by Grantor.

10.9 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of Section 12(c) of the Security Agreement.

10.10 Termination by Agent. Lenders' Agent shall release its security interest in the Intellectual Property Collateral at such time as the non-contingent Obligations have been fully and finally discharged, the outstanding Notes have been paid in full and in such event at the reasonable request of Grantor Lenders and Lenders' Agent each shall, at Grantor's expense, make such filings with the State of Delaware and the United States Patent and Trademark Office as may be deemed by Grantor to be necessary or appropriate to evidence such release and terminate any financing statement nor notice relating to the liens and security interests created hereby. In the event that, for any reason, any portion of such payments to the Lenders is set aside or restored, whether voluntarily or involuntarily, after the making thereof, then the obligation intended to be satisfied thereby shall be revived and continued in full force and effect as if said payment or payments had not been made.

10.11 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, entered into before the date hereof.

10.12 Resolution of Conflicts. In the event that any express provision or term of this Agreement conflicts with the express provisions and terms of the Note Purchase Agreement, the provision or term in the Note Purchase Agreement shall control.


10.13 Confidentiality. Lenders and Lenders' Agent acknowledge and agree that the information set forth in Exhibit A and Exhibit B attached hereto (the "IP Information") contains proprietary information of Grantor, including trade secrets and that disclosure of the IP Information to third parties could adversely affect the value of the Intellectual Property Collateral. Accordingly, Lenders and Lenders' Agent agree to keep the IP Information strictly confidential and to ensure that the IP Information is not disclosed to any third parties. Grantor agrees to assist Lenders' Agent in creating a summary version of the IP Information as may be necessary for filing with the United States Patent and Trademark Office and any other applicable filing offices to perfect the security interest created hereunder while avoiding unnecessary disclosure.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GRANTOR:

CIPHEROPTICS INC.

By: 
Name: Thomas J. Gill
Title: Chairman & CEO

LENDERS' AGENT:

ADAMS CAPITAL MANAGEMENT III, L.P.

By: ACM Partners 2000, L.P.
General Partner

By: ACM 2000, LLC
General Partner

By: _____
Martin Neath
Member

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GRANTOR:

CIPHEROPTICS INC.

By: _____
Name: _____
Title: _____

LENDERS' AGENT:

ADAMS CAPITAL MANAGEMENT III, L.P.

By: ACM Partners 2000, L.P.
General Partner

By: ACM 2000, LLC
General Partner

By:  _____
Martin Neath
Member

EXHIBIT A - Patents

Track Number	Atty Docket	Patent Description	Application Date	US Application Number	Status	Provisional Date	Non-Provisional Date
IP-1	1009-000 4010-018	Centralized and/or distributed IKE-based key generation/distribution for legacy support	2-May-08	20080104693	Responded to OA 8/4/10		9/29/2006
IP-2	1000-000	Securing Network Traffic Using Distributed Key Generation and Dissemination over Secure Tunnels	5-Jan-07	20080016550	Dropped (Merging with IP-37)	1/6/2006	
IP-3	1002-000	Technique for Processing Data Packets in a Communications Network (Network Mode)	31-Jan-07	20070214502	Drop	1/6/2006	
IP-4	1003-000	Securing Network Traffic by Distributing Policies in a Hierarchy Over Secure Tunnels	9-Aug-07	20070186281	Patent Awarded #7,774,837	6/14/2006	
IP-5	1010-000	Protocol/API between a key server (KAP) and an enforcement point (PEP)	3-Apr-08	20080083011	Drop		9/29/2006
IP-6*	4010-009	Systems & Methods for Network Security PPE ("Next Gen")			Drop	1/14/2007	
IP-8*	4010-010	Ethernet encryption over resilient virtual private LAN services	14-Aug-08	20080192739	Filed		2/14/2007
IP-11	3944-1025	Encapsulating IP Datagrams Preserving Layer 4 header			Provisional File In Process		
IP-12	1008-000 4010-020	Encryption of Ethernet Frames	27-Mar-08	20080075073	Responded to OA 3/23/10		9/25/2006
IP-13	1007-000	Fragmentation of Encrypted Ethernet Frames	27-Dec-06	20080162922	Responded to OA 7/1/10		
IP-15	1013-001 0410-021	IP Encryption Over Resilient BGP/MPLS IP VPN (End user data payload protection over resilient Layer 3 VPNs)	27-Mar-08	20080075088	Responded to OA 7/13/10		9/27/2006

Track Number	Atty Docket	Patent Description	Application Date	US Application Number	Status	Provisional Date	Non-Provisional Date
IP-16	1012-000 4010-023	Deploying security groups or group VPNs over an enterprise network	29-May-08	20080127327	Responded to OA 1/20/10		9/27/2006
IP-17	4010-005	Universal Key Authority Point with key generation/distribution capability to any form of encryption	3-Apr-08	20080080714	Drop		9/29/2006
IP-18	4010-003	Key wrapping technique using encryption - protection of the KAP from attack	3-Apr-08	20080080708	Drop		9/29/2006
IP-21	4010-006	10Gb utilizing the features of a Key Authority Point with or without VLAN trunking (Encrypting/decrypting units having symmetric keys and methods of using same)	101/2007	20080082822	Drop		9/29/2006
IP-23	4010-011	Using a shared key architecture to enable secure Layer 2 meshed network security	5-Feb-09	20090034738	Drop		7/31/2007
IP-25	1014-000	Proxy IP gateway address for redundant IPSEC gateways	1-May-08	20080104692	Responded to OA 8/5/10		9/29/2006
IP-28	4010-004	Management techniques to simplify the management of secured networks with distributed keys	3-Apr-08	20080082823	Drop		9/29/2006
IP-31	4010-007 1015-000	Protocol for backup KAP to enable scaling and high availability for stateful failover	3-Apr-08	20080080716	Drop		9/29/2006
IP-35	1004-000	Network security using Re-encrypting PEP	20-Mar-08	20080072033	Responded to OA on 8/17/10		9/19/2006
IP-37	1001-000 4010-025	Enforcing Security Groups in a Network of Data Processors	14-Feb-08	20080040775	Responded to OA 9/7/10		
IP-38	1006-000 4010-026	Multiple Security Groups with Common Keys in a Distributed Network (IP-28?)			Drop	8/11/2006	
IP-43	4010-001	Intelligent overlay for providing secure, dynamic communication between points in a network	20-Mar-08	20080072282	Filed	9/14/2006	

Track Number	Atty Docket	Patent Description	Application Date	US Application Number	Status	Provisional Date	Non-Provisional Date
IP-44	4010-002	Enterprise data protection management for providing secure communication in a network	20-Mar-08	20080072281	Filed	9/14/2006	9/11/2007
IP-45	3944-1026	Optimization of dynamic policy lookup through specialized has tree search			Provisional filed	8/17/2010	

EXHIBIT B - Trademarks

Atty Docket	TM	Serial No.	Filing Date	Status
4010-008A	CIPHERENGINE	77/034598	11/1/2006	10-7-08 Certificate of Registration rec'd; Reg. No. 3,513,075
4010-008B	CIPHER VIEW	77/034612	11/1/2006	11-4-08 Certificate of Registration rec'd; Reg. No. 3,528,010
4010-008D	SAFE PASSAGE	77/034673	11/1/2006	11-4-08 Certificate of Registration rec'd; Reg. No. 3,528,011
4010-008F	POLICY KEY MANAGEMENT ARCHITECTURE	77/034878	11/1/2006	11-4-08 Certificate of Registration rec'd; Reg. No. 3,528,012
4010-008H	SIMPLY SECURE	77/284706	9/20/2007	Assign to Shavlik as per Settlement Agreement