

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
IMMUNITY, INC.		10/01/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	IMMUNITY PRODUCTS, LLC		
Street Address:	1130 WASHINGTON AVENUE		
Internal Address:	8TH FLOOR		
City:	MIAMI BEACH		
State/Country:	FLORIDA		
Postal Code:	33139		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3020520	CANVAS	
CORRESPONDENCE DATA			
Fax Number:	(646)539-3640		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-655-3500		
Email:	ip@msf-law.com		
Correspondent Name:	Inna Fayenson, Meister Seelig & Fein LLP		
Address Line 1:	140 East 45th Street, 19th Floor		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	AITEL		
NAME OF SUBMITTER:	Inna Fayenson		
Signature:	/Inna Fayenson/		
Date:	10/07/2010		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

ASSIGNMENT, made as of October 1st, 2010 (this "Assignment"), from IMMUNITY, INC., a New York corporation ("Assignor"), to IMMUNITY PRODUCTS, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under the service marks and trademarks identified in Schedule A attached hereto (the "Trademark"), and has a registrations for the Trademark in the United States Patent and Trademark Office; and

WHEREAS, in connection with an internal reorganization, the Assignor desires to sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in and to, among other things, the Trademark, in exchange for issuance to Assignor of a membership interest in Assignee.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all of the right, title and interest of Assignor in, to and under the Trademark including common law rights, together with the goodwill symbolized by and associated with the Trademark, and all registrations relating to the Trademark, for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, fees and payments now or hereafter due or payable in respect of the Trademark, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademark, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authorities (both foreign and domestic) or third parties of Assignee's ownership of all right, title and interest in, to and under the Trademarks and the goodwill associated therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed on as of the first date above written to be effective as of such date.

IMMUNITY, INC.

By: 

Name: David Aitel

Title: Owner / President

SCHEDULE A

Trademark "CANVAS" for Computer software and downloadable computer software for information security analysis, namely forensic and auditing software used to determine security weakness in software and software applications (in International Class 009)

Federal registration in the United States: Registration Number 3020520

International Registration Number 0847694