

10/20/10

10-20-2010

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103609344

To the Director of the U. S. Patent and Trademark Office, please return the enclosed documents or the new address(es) below.

1. Name of conveying party(ies):

SAFEGUARD DELAWARE, INC.
1105 NORTH MARKET STREET, SUITE 1300
WILMINGTON, DE 19801

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) SEPTEMBER 3, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

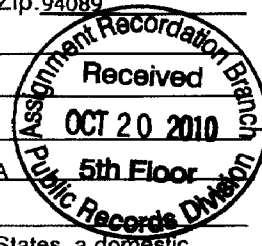
2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: COMMTOUCH INC.
 Internal
 Address: ATTENTION: GARY DAVIS, VP & GENERAL COUNSEL
 Street Address: 292 GIBRALTAR DRIVE, SUITE 107
 City: SUNNYVALE
 State: CALIFORNIA
 Country: USA Zip: 94089

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship CALIFORNIA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

SEE EXHIBIT A (ATTACHED)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

N/A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: CARL L. SPATARO, JR. ESQ.
 Internal Address: SAFECENTRAL, INC. (FKA AUTHENTIUM, INC.)
 ATTENTION: LEGAL DEPARTMENT
 Street Address: 7121 FAIRWAY DRIVE, SUITE 102
 City: PALM BEACH GARDENS
 State: FLORIDA Zip: 33418
 Phone Number: 561-472-5200 X. 4110
 Fax Number: 561-575-3026
 Email Address: LEGAL@AUTHENTIUM.COM

6. Total number of applications and registrations involved:

SEVEN (7)

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number N/A
 Authorized User Name N/A

9. Signature:

Steven J. Grenfell Signature
Steven J. Grenfell
Vice President

Name of Person Signing

Date

9/10/2010

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT:
EXHIBIT A

Trademark Registration Number, Name & Registration Date:

Number 1:

Registration Number: 3,250,807

Name: Authentium

Number 2:

Registration Number: 3,264,403

Name: Authentium ESP

Number 3:

Registration Number: 3,461,241

Name: Galileo

Number 4:

Registration Number: 3,805,917

Name: Command Anti-Malware

Number 5:

Registration Number: 2,664,056

Name: Command Interceptor

Number 6:

Registration Number: 2,592,663

Name: Command on Demand

Number 7:

Registration Number: 2,471,659

Name: Command Anti-Virus

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made as of September 3, 2010 ("Effective Date") between Authentium, Inc., a Delaware corporation (the "Company") and Commtouch Inc., a California corporation (the "Purchaser"). Each capitalized term used but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Company and the Purchaser have entered into that certain Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement");

WHEREAS, the Company has agreed to transfer and assign, or cause to be transferred and assigned, as the case may be, the Business Products Intellectual Property (including the Authentium and Command Software brand names and all associated trademarks, trade names and related property), the Business Registered Intellectual Property, and the Purchased In-Licenses (collectively, the "Purchase Agreement IP"), subject to any licenses pursuant to any Ancillary Agreements, and subject to licenses existing as of the date hereof;

WHEREAS, the Company wishes to assign to the Purchaser, and the Purchaser wishes to acquire from the Company, all of the Company's rights, title and interest in any and all jurisdictions throughout the world in and to the Purchase Agreement IP.

NOW, THEREFORE, for ten United States dollars (US \$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby sells, assigns, transfers and sets over to the Purchaser its entire right, title and interest in and to the Purchase Agreement IP for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for the Purchaser's own use and enjoyment, and for the use and enjoyment of the Purchaser's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by the Company if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Purchase Agreement IP, with the right to sue for and collect the same in the Purchaser's own name.

The Company hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the U.S. Copyright Office and the appropriate empowered officials of any corresponding entity or agency in any applicable foreign country, the relevant States or other appropriate jurisdictions, including foreign jurisdictions (including any domain name registrar) to transfer all registrations and applications for the Purchase Agreement IP to the Purchaser as assignee of the entire right, title and interest therein or otherwise as the Purchaser may reasonably direct, in

accordance with this Assignment, and to issue to the Purchaser all registrations which may issue with respect to any applications for a trademark, service mark or other intellectual property included in the Purchase Agreement IP, in accordance with this Assignment.

The Company hereby covenants that, from time to time after the delivery of this instrument, at the Purchaser's request, the Company will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances, transfers, assignments, powers of attorney and assurances as the Purchaser may reasonably require to more fully and effectuate the purposes of this Assignment and evidence and perfect the Purchaser's exclusive ownership of the Purchase Agreement IP, including executing and delivering any applicable forms (which, once executed, may be recorded) of assignment or recordation for filing before the U.S. Patent and Trademark Office or the U.S. Copyright Office or equivalent filings or recordations in foreign jurisdictions. Additionally, the Company hereby constitutes and appoints the Purchaser as the Company's true and lawful attorney-in-fact, with full power of substitution, in the Company's name and stead, on behalf of the Company and for the benefit of the Purchaser and its successors and assigns, to execute and deliver for and on behalf of the Company such other and further documents and instruments as may be required or as the Purchaser may deem necessary to effectuate this Assignment and the above-described additional acts, including the power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the Company might or could do, hereby ratifying and confirming all that either such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The Company acknowledges and agrees that said power of attorney is coupled with an interest and is and shall be irrevocable. The Company further acknowledges that the Purchaser, in serving in such capacity at the request of the Company, is not assuming any of the Company's obligations.

This Assignment shall be governed by and in accordance with the terms and conditions of the Purchase Agreement. No provision of this Assignment shall diminish, reduce, rescind, waive or in any way negatively affect the benefit to the Purchaser of the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications relating thereto of the Company) set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern. Except to the extent U.S. federal law preempts state law with respect to the matters covered in this Assignment, this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

[The remainder of this page has intentionally been left blank.]

IN WITNESS WHEREOF, the Company has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

AUTHENTIUM, INC., a Delaware corporation:

By: [Signature]
Name: C. Karpovich
Title: CFO

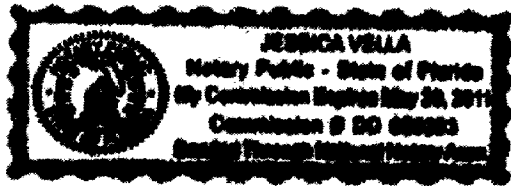
STATE OF FLORIDA)
)
PALM BEACH COUNTY)

SS:

The foregoing Assignment was acknowledged before me this 3rd day of September, 2010 by C. Karpovich IV, the CFO of Authentium, Inc., a Delaware corporation. He is personally known to me or has produced Dave's House as identification.

Notary: [Signature]
Print Name: Jessica Vella

[NOTARIAL SEAL]
Notary Public, State of Florida
My commission expires: May 30, 2011



SIGNATURE PAGE
INTELLECTUAL PROPERTY ASSIGNMENT

ASSIGNEE:

COMMTOUCH INC., a California corporation

By: Gary Davis

Name: Gary Davis

Title: VP, General Counsel & Corp. Secretary

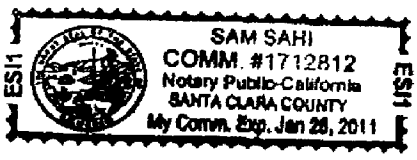
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

SS:

The foregoing Assignment was acknowledged before me this 14 day of Sept, 2010 by GARY DAVIS, the VP, Gen. Corp. Secretary of Commtouch Inc., a California corporation. He is personally known to me or has produced DRIVER LICENSE as identification.

Notary: [Signature]
Print Name: SAM SAHI

[NOTARIAL SEAL]
Notary Public, State of CALIFORNIA
My commission expires: JULY 25, 2011



SCHEDULE A**TRANSFERRED IP****A. Marks**

Type	Description	Filing Date	Proceedings or Actions Pending
Service Mark Registration	Authentium (Reg. No. 3,250,807)	06-12-2007	None.
Service Mark Registration	Authentium ESP (Reg. No. 3,264,403)	07/17/2007	None.
Trademark Registration	Galileo (Reg. No. 3,461,241)	07/08/2008	None.
Trademark Registration	Command Anti-Malware (Reg. No. 3,805,917)	06/22/2010	None.
Trademark Registration	Command Interceptor (Reg. No. 2,664,056)	12/17/2002	None.
Trademark Registration	Command On Demand (Reg. No. 2,592,663)	07/09/2002	None.
Trademark Registration	Command Antivirus (Reg. No. 2,471,659)	07/24/2001	None.

B. Domain Names

Domain Name	Registrant	Expiration Date
authentium.com	Authentium	06/21/2012
authentium.net	Authentium	06/21/2011
authentiumupdate.com	Authentium	02/22/2011
commandcom.com	Authentium	02/22/2012
commandsoftware.com	Authentium	02/22/2012
commandsoftware.co.uk	Authentium	06/23/2012

C. Copyrights/Works of Authorship

Type	Description	Filing Date	Proceedings or Actions Pending
Copyright Registration	Command Software Anti-Malware Software (Registration Number TX 7-022-308).	12-09-2009	None.

- All copyrights in the Business Products (including the source code, artwork, graphics, and user interfaces therein)
- All copyrights in the websites located at the domain names set forth in Section B above (including the source code, artwork, graphics and user interfaces therein)

- All copyrights in the Company's advertising and marketing collateral in support of the Business Products (including the artwork and graphics therein); and
- All copyrights embodied in the Marks set forth in Section A above (including the artwork and graphics therein).

D. Patents/Patent Applications

None.

E. Know-How/Trade Secrets/Inventions

All of the Company's know-how, trade secrets and/or inventions relating to the foregoing and any other know-how, trade secrets, confidential information, inventions and proprietary technology relating to the Purchase Agreement IP.

NOTE HOLDER CONTINGENT PARTIAL LIEN RELEASE

July 24, 2010

This NOTE HOLDER CONTINGENT PARTIAL LIEN RELEASE (this "**Partial Release**") is executed and delivered by each of the undersigned to each of Commtouch Inc. and its affiliates ("**Commtouch**"), Authentium, Inc., a Delaware corporation ("**Authentium**"), and Command Software Systems, Inc., a Florida corporation ("**Command**" and together with Authentium, the "**Company**") and shall be effective upon the closing of the AV Asset Sale (as defined below).

WHEREAS, the Company is engaged in research and development, marketing, sales and support of security software products and services that employ heuristics, emulation and hash-based comparison to detect and remediate malware (the "**AV Business**") including (i) the licensing of the Company's anti-virus software development kit (the "**AV SDK**") to OEM licensees for use in gateway and end-user products, and (ii) the direct sales and support of endpoint anti-malware products marketed under the brand name "Command Software Anti-Malware" for consumers, small businesses and enterprises ("**CSAM**" products);

WHEREAS, in addition to the AV Business, the Company is engaged in the development, marketing, sales and support of (i) multi-function consumer security suites and related services (the "**ESP-C Products**") through internet service providers who market, sell and distribute such suites through their respective ISP brands, and (ii) the development, marketing, sales and support of security software products and services that use the Company's proprietary TSX Technology, including a secure browsing product marketed under the brand name "SafeCentral" (the "**TSX-Based Products**");

WHEREAS, the Company has determined to sell certain assets used by the Company in the AV Business, including the "Authentium" and "Command Software" brand names, and focus the Company's efforts, including the deployment of the proceeds from the sale of the AV Business assets, on the development and commercialization of the Company's other security software products, including but not limited to the ESP-C Products and the TSX-Based Products;

WHEREAS, Authentium has negotiated an Asset Purchase Agreement with Commtouch (the "**Asset Purchase Agreement**") whereby Commtouch would purchase the AV Business assets (the "**AV Asset Sale**") free and clear of all Liens (as defined in the Asset Purchase Agreement) other than Permitted Liens (as defined in the Asset Purchase Agreement);

WHEREAS, the undersigned hold liens in the assets of the Company pursuant to the Convertible Note and Warrant Purchase Agreement dated as of July 30, 2008 by and among Authentium and the purchasers identified therein and the documents entered into by the Company in connection therewith, including:

(i) the Security Agreement dated as of July 30, 2008 between Authentium and Safeguard Delaware, Inc. (for itself and the benefit of the Purchasers, as defined therein); (ii) the Security Agreement dated as of July 30, 2008 between Command and Safeguard Delaware, Inc. (for itself and the benefit of the Purchasers, as defined therein); (iii) the Convertible Promissory Note dated July 30, 2008 between Authentium and Bahrain Middle East Bank (BSC); (iv) the Convertible Promissory Note dated July 30, 2008 between Authentium and Westbury Equity Partners SBIC, L.P.; (v) the Convertible Promissory Note dated July 30, 2008 between Authentium and Safeguard Delaware, Inc.; (vi) UCC Financing Statement #2008 2616504 filed with the Delaware Department of State on July 30, 2008; (vii) UCC Financing Statement #20080886287X filed with the Florida Secretary of State on July 31, 2008; and (viii) the Collateral Assignment of Patents, Trademarks and Copyrights dated as of July 30, 2008 by Authentium to Safeguard Delaware, Inc. (for itself and the benefit of the Purchasers, as defined therein) and filings with the U.S Patent and Trademark Office related thereto (collectively, the "Note Documents");

WHEREAS, the undersigned have executed and delivered this Partial Release to effect their release of any and all Liens held by them with respect to the Purchased Assets (as defined in the Asset Purchase Agreement) concurrently with the closing of the AV Asset Sale;

NOW, THEREFORE, intending to be legally bound hereby, the undersigned agree and covenant as follows:

1. Effective upon the closing of AV Asset Sale, each of the undersigned hereby fully and completely release any and all Liens held by any of them with respect to the Purchased Assets.

2. This Partial Release does not effect a release of any Liens held by any of the undersigned with respect to assets and properties of the Company (including the proceeds of the AV Asset Sale) other than the Purchased Assets.

3. Upon the closing of the AV Asset Sale, as and to the extent requested by Commtouch, Authentium or Command, the undersigned shall promptly file amendments to the publicly filed Note Documents to reflect the release of the Liens held by the undersigned with respect to the Purchased Assets. In the event any such amendments are not filed within five business days after the closing of the AV Asset Sale, each of Commtouch, Authentium and Command are, individually, authorized for themselves and on behalf of any or all of the undersigned to file any such amendments.

4. This Partial Release shall terminate and be of no further force or effect if the closing of the AV Asset Sale does not occur on or before October 31, 2010.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Partial Release as of the date first written above.

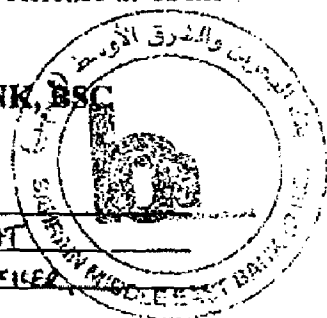
BAHRAIN MIDDLE EAST BANK, BSC

By: _____

Azzam Ahmad

AZZAM AHAMAT

Its: CHIEF FINANCIAL OFFICER



WESTBURY EQUITY PARTNERS SBIC, L.P.

By: Westbury SBIC, Inc., its general partner

By: _____

Its: _____

SAFEGUARD DELAWARE, INC.

By: _____

Its: _____

[Signature Page to Note Holder Contingent Partial Release]

COLUMBUS/736805.3

IN WITNESS WHEREOF, the undersigned have executed this Partial Release as of the date first written above.

BAHRAIN MIDDLE EAST BANK, BSC

By: _____

Its: _____

WESTBURY EQUITY PARTNERS SBIC, L.P.

By: Westbury SBIC, Inc., its general partner

By: Richard P. Scali

Its: C.F.O.

SAFEGUARD DELAWARE, INC.

By: _____

Its: _____

[Signature Page to Note Holder Contingent Partial Release]

COLUMBUS/756805.3

IN WITNESS WHEREOF, the undersigned have executed this Partial Release as of the date first written above.

BAHRAIN MIDDLE EAST BANK, BSC

By: _____

Its: _____

WESTBURY EQUITY PARTNERS SBIC, L.P.

By: Westbury SBIC, Inc., its general partner

By: _____

Its: _____

SAFEGUARD DELAWARE, INC.

By:  _____

Its: Brian Siska
Vice President

[Signature Page to Note Holder Contingent Partial Release]

COLUMBUS/736805.3