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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
nCipher Corporation Limited		111/26/2010	CORPORATION: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Thales E-Security Limited	
Street Address:	2 Dashwood Lang Road	
Internal Address:	The Bourne Business Park	
City:	Addlestone, Weybridge	
State/Country:	UNITED KINGDOM	
Postal Code:	KT152NX	
Entity Type:	COMPANY: UNITED KINGDOM	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2551925	NCIPHER
Registration Number:	2264376	NFAST
Registration Number:	2745770	NFORCE
Registration Number:	2648165	NSHIELD
Registration Number:	2603763	KEYSAFE
Registration Number:	2701850	CODESAFE
Registration Number:	2694825	ULTRASIGN
Registration Number:	3453208	KEYAUTHORITY
Registration Number:	2777915	PAYSHIELD

CORRESPONDENCE DATA

Fax Number: (414)277-0656

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK REEL: 004424 FRAME: 0269

Phone: 414-271-6560 Email: jltreml@michaelbest.com Laura M. Konkel Correspondent Name: Address Line 1: 100 East Wisconsin Avenue, Suite 3300 Address Line 4: Milwaukee, WISCONSIN 53202 ATTORNEY DOCKET NUMBER: 063511-9157 US00 DOMESTIC REPRESENTATIVE Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4: NAME OF SUBMITTER: Jaime L. Treml Signature: /jaime I. treml/ 12/02/2010 Date: **Total Attachments: 3** source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif

TRADEMARK REEL: 004424 FRAME: 0270

FRADE MARK ASSIGNMENT

THIS ASSIGNMENT is made the

2610

day of November

2000

BETWEEN nCipher Corporation Ltd

of Jupiter House, Station Road, Cambridge CB1 2JD (hereinafter called "the Assignor")

AND Thales E-Security Limited

of 2 Dashwood Lang Road, The Bourne Business Park, Addlestone, Weybridge, KT15 2NX (hereinafter called "the Assignee").

WHEREAS

- (A) The Assignor is the proprietor of United States of America of Registered Trade Marks details of which are attached. (hereinafter referred to as "the Trade Marks")
- (B) The parties hereto have agreed that the Trade Marks and rights ancillary thereto should be transferred by the Assignor to the Assignee for the consideration hereinafter set forth.

NOW THIS ASSIGNMENT WITNESSETH AS FOLLOWS:

In consideration of the sum of £1 (one pound sterling) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns to the Assignee with full title guarantee all its right, title and interest in and to the Trade Marks (including any renewals and extensions that may be granted thereof) together with the goodwill attaching to and symbolised by the Trade Marks and together with all rights of action, remedies, powers and benefits relating to the Trade Marks belonging or accrued including the right to sue for damages or other remedies in respect of any infringement of such rights prior to the date hereof TO HOLD unto the Assignee absolutely.

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TRADEMARK
REEL: 004424 FRAME: 0271

- 2. The Assignor, at the request of the Assignor and at no cost to the Assignee save for out of pocket expenses reasonably incurred, shall:
 - a) execute all such further documents as the Assignee may reasonably require to fully vest ownership of the Trade Marks in the Assignee; and
 - b) take all reasonable steps to assist the Assignee in the defence of opposition proceedings against the Trade Marks, including the preparation of evidence of continuous use of the Trade Marks by the Assignor and the Assignor's predecessors in title in relation to all the goods for which registration of the Trade Marks is sought; and
 - c) take all reasonable steps to assist the Assignee in the defence of any application for revocation or declaration of invalidity that may be filed in respect of the Trade Marks once registered.

In witness whereof the parties hereto have signed this Assignment the day and year first above written.

SIGNED on behalf of the Assignor by:) E. J. Pasell.

DIRECTOR.

NCIPPIER CORPORATION LTD

SIGNED on behalf of the Assignee by:) 2-J. Parell.

DIRECTOR

THINKES E-SECURITY LIMITED

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US Application No.	Trade Mark	Registration No.	Class
76-061522	NCIPHER	2,551,925	9
	(figurative)		-
75-414723	NFAST	2,264,376	9
76-128848	NFORCE	2,745,770	9
	(figurative)		
76-128849	NSHIELD	2,648,165	9
	(figurative)		
76-129229	KEYSAFE	2,603,763	9
76-276602	CODESAFE	2,701,850	9
76-276995	ULTRASIGN	2,694,825	9
77-312573	KEYAUTHORITY	3,453,208	9
78-155352	PAYSHIELD	2,777,915	9

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TRADEMARK REEL: 004424 FRAME: 0273

RECORDED: 12/02/2010