

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SafeNet, Inc. | | 02/26/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AuthenTec, Inc. | | |
| Street Address: | 100 Rialto Place | | |
| Internal Address: | Suite 100 | | |
| City: | Melbourne | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32901 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2855564 | QUICKSEC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (407)841-2343 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 407-841-2330 | | |
| Email: | blabutta@addmg.com | | |
| Correspondent Name: | Bridget H. Labutta, Esq. | | |
| Address Line 1: | 255 South Orange Avenue | | |
| Address Line 2: | Suite 1401 | | |
| Address Line 4: | Orlando, FLORIDA 32801 | | |
| ATTORNEY DOCKET NUMBER: | 0115320 | | |
| NAME OF SUBMITTER: | Bridget H. Labutta | | |
| Signature: | /Bridget H. Labutta/ | | |

OP \$40.00 2855564

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**TRADEMARK
 REEL: 004435 FRAME: 0522**

Date:

12/17/2010

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "*Agreement*") is made by and between ██████████ a Delaware corporation, with its principal office located at 4690 Millennium Drive, Belcamp, Maryland 21017 ("*Assignor*") and ██████████, a Delaware corporation, with its principal offices located at 100 Rialto Place, Suite 100, Melbourne, Florida 32901 ("*Assignee*").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "*Purchase Agreement*"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement;

B. Assignor controls and owns certain intellectual property and other proprietary rights relating to the business of Assignor and several of its Affiliates; and

C. Pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor and its Affiliates, certain intellectual property and other proprietary rights relating to the business of Assignor and several of its Affiliates.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

I. Assignor does hereby sell, assign, transfer, convey, contribute, and deliver to Assignee and its successors, assigns, designees and legal representatives, and Assignee does hereby accept from Assignor, all right, title and interest in and to any and all of the following set forth in Paragraphs 1(a), (b), (c), and (d) below, free and clear of all security interests, liens, collateral assignments or other encumbrances, all rights of priority therein in any country as may now or hereafter be granted to Assignor by law, treaty or other international convention; all income, royalties and payments due or payable with respect to all of the following set forth in Paragraphs 1(a), (b), (c) and (d) below as well as all rights to sue and recover damages or obtain relief for past, present and future infringements of any and all of the following set forth in Paragraphs 1(a), (b), (c) and (d) below and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter, the same to be used and enjoyed by Assignee and for the use and enjoyment of its successors, assigns, designees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made:

(a) (i) all inventions, whether or not patentable, and all domestic and foreign patents (including certificates of invention and other patent equivalents), patent applications and patents issuing therefrom identified in Schedule A attached hereto as well as all divisionals, continuations, continuations-in-part, reissues, extensions, revivals and renewals of any patent or patent application relating to any of the foregoing, as well as expired patents and abandoned patent applications relating to any of the foregoing, free and clear of any and all debts, liens, claims by or obligations to any person or entity (collectively, the "*Patent Rights*"); (ii) the inventions claimed by Assignor or disclosed in the Patent Rights; and (iii) all foreign counterparts to the Patent Rights (whether patents or patent applications) (all of the foregoing collectively the "*Assigned Patent Rights*");

(b) all trademarks, service marks, trade dress, trade names, corporate names and Internet domain names, and all registrations and applications to register any of the foregoing and all common-law rights relating to any of the foregoing identified in Schedule B attached hereto and all registrations and applications identified in Schedule B attached hereto, as well as all renewals and extensions relating to any of the foregoing, all of the foregoing free and clear of any and all debts, liens, claims by or other obligations to any person or entity, and all goodwill associated with any of the foregoing, and the right to obtain trademark and service mark registrations in the United States of America or foreign countries relating to any of the foregoing (all of the foregoing collectively the "*Assigned Trademark Rights*");

(c) all works of authorship in all media now known or later developed, created, designed and/or developed by or on behalf of Assignor and identified in Schedule C attached hereto, and all copyright rights therein, and all registrations and applications for registration identified in Schedule C attached hereto, as well as all renewals, reissues and extensions relating to any of the foregoing, all of the foregoing free and clear of any and all debts, liens, claims by or other obligations to any person or entity (all of the foregoing collectively the "*Copyright Works*"), and the right to secure statutory copyrights and renewals, reissues and extensions of such Copyright Works; to prepare derivative works or adaptations therefrom; to reproduce the Copyright Works; to distribute copies of the Copyright Works; to perform the Copyright Works, including, without limitation, digital transmissions of the Copyright Works; and to display the Copyright Works (all of the foregoing collectively the "*Assigned Copyright Works*"); and

(d) all rights, interests, claims, demands and relief recoverable in law or equity, that Assignor had, has or may have for past, present and future infringements of the Assigned Patent Rights, Assigned Trademark Rights and/or Assigned Copyright Works including, without limitation, the right to compromise, sue for and collect such profits and damages.

2. Assignor hereby acknowledges and agrees that Assignee, as owner of the Assigned Patent Rights, Assigned Trademark Rights, and Assigned Copyright Works may use the Assigned Patent Rights, Assigned Trademark Rights, and Assigned Copyright Works for any lawful purpose without restriction, and Assignor waives any and all moral rights Assignor may have to the Assigned Copyright Works in the United States of America and all other countries, including, without limitation, any rights Assignor may have under 17 U.S.C. § 106A, including, without limitation, any and all rights of identification of authorship, any and all rights of approval, restriction or limitation on use or subsequent modifications.

3. Without further consideration, Assignor and Assignee shall take all such other action and shall procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee or its counsel, or Assignor or its counsel, may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of the Assigned Patent Rights, Assigned Trademark Rights and Assigned Copyright Works.

4. This Agreement shall be governed by and construed in accordance with the laws of the United States, with respect to patent, trademark and copyright issues, and in all other respects including as to validity, interpretation and effect by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

[Signatures on following page]

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is effective
this _____ day of February, 2010.

ASSIGNOR

SAFENET, INC.

By: [Signature]
Name: Charles Neal
Title: Chief Financial Officer &
Senior Vice President

ASSIGNEE

AUTHENTEC, INC.

By: _____
Name: _____
Title: _____

Doc # 31782821v.1

IN WITNESS WHEREOF, this Intellectual Property Assignment and Consent Agreement is effective
this 14 day of February, 2010.

ASSIGNOR

SAFENET, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE

AUTHENTEC, INC.

By: _____
Name: F. Scott Moody
Title: Chief Executive Officer

Doc # 31782821v.1

SCHEDULE B

Trademarks and Domain Names

TRADEMARKS

(A) Registered (and applied for registration) Marks

| <i>Mark</i> | <i>Jurisdiction</i> | <i>Registration Number</i> | <i>Registration Date</i> | <i>Application Number</i> | <i>Application Date</i> | <i>Status</i> |
|---------------|---------------------|----------------------------|--------------------------|---------------------------|-------------------------|---------------|
| IPSEC EXPRESS | United States | 2,776,020 | 10-21-2003 | 75/901279 | 01-21-2000 | Active |
| QUICKSEC | United States | 2,833,304 | 06-22-2004 | 76/811999 | 07-13-2002 | Active |
| QUICKSEC | Community Trademark | 2,833,304 | 06-21-2003 | 76/811999 | 06-19-2002 | Active |
| QUICKSEC | Japan | 4,111,601 | 08-11-2005 | 76/811999 | 06-19-2002 | Active |

(B) Common Law Marks

- (1) SafeXcel IP
- (2) SafeXcel IP -- Inline Security Engine
- (3) SafeXcel IP -- Truited Module
- (4) SafeXcel IP -- DES Accelerator
- (5) SafeXcel IP -- 3DES Accelerator
- (6) SafeXcel IP -- AES Accelerator
- (7) SafeXcel IP -- ARC4 Accelerator
- (8) SafeXcel IP -- MD5 Accelerator
- (9) SafeXcel IP -- SHA Accelerator
- (10) SafeXcel IP -- True Random Number Generator
- (11) SafeXcel IP -- Packet Engine
- (12) SafeXcel IP -- Public Key Accelerator