

TRADEMARK ASSIGNMENT

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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
Entrust, Inc.		12/27/2010	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	enCommerce, Inc.		
Street Address:	5400 LBJ Freeway		
Internal Address:	Suite 1340		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2353972	GETACCESS	
CORRESPONDENCE DATA			
Fax Number:	(803)255-9831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	803.799.2000		
Email:	ip@nelsonmullins.com		
Correspondent Name:	John C. McElwaine c/o Nelson Mullins		
Address Line 1:	100 N. Tryon Street		
Address Line 2:	42nd Floor, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	23562/09011		
NAME OF SUBMITTER:	John C. McElwaine		
Signature:	/John C. McElwaine/		

OP \$40.00 2353972

Date:

01/13/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into this 27th day of December, 2010 (the "Effective Date") by and between Entrust, Inc., a Maryland corporation (the "Assignee") and enCommerce, Inc. a California corporation (the "Assignor").

R E C I T A L S

WHEREAS, Assignor has adopted, has used and owns a federal trademark registration, U.S. Reg. No. 2,353,972, for the mark GETACCESS for "computer software for providing controlled connection to network applications for use on internal computer networks"; and

WHEREAS, Assignor is willing to assign all of Assignor's right, title and interest in and to the above-referenced federal trademark registration and all common law trademark rights in the mark GETACCESS (collectively the "Assigned Marks"), including all goodwill pertaining thereto, to Assignee, and Assignee is willing to accept such assignment on the terms and conditions set forth herein.

NOW, THEREFORE, for five dollars (\$5.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Transfer of Assigned Marks.

1.0 Assignor hereby transfers and assigns all of its right, title and interest whatsoever throughout the world in and to the Assigned Marks, all applications to register the Assigned Marks, and any registrations of the Assigned Marks, together with the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to the Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to continue any pending trademark administrative actions or sue for and obtain damages or other available remedies for all past, present and future infringements of the Assigned Marks.

1.1 Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignee shall have control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the marks are used, and shall at all times be given access to any and all resources of Assignor necessary to exercise such control.

2. Further Assurances.

2.0 Assignor shall execute and deliver such further instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of the Assigned Marks to Assignee. Assignor therefore agrees:

(a) To execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Assigned Marks:

(b) To provide testimony or other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Assigned Marks; and

(c) To perform any other acts deemed necessary to carry out the intent of this Agreement.

3. Means and Control.

3.0 To effect the transfer of ownership of the Assigned Marks to Assignee, including the goodwill of all business connected with the use of and symbolized by the Assigned Marks, Assignor shall:

(a) Provide Assignee with any information and documentation regarding the standards, specifications and customers applicable to the services and goods to which the Assigned Marks relates; and

(b) Furnish Assignee with any files evidencing all proceedings involving the Assigned Mark and provide access to counsel familiar with such proceedings.

4. Miscellaneous.

4.0 The provisions of this Agreement constitutes the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof.


4.1 Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors or assigns.

4.2 The terms of this Agreement are severable. If any term is declared invalid, it shall not affect the remaining terms which shall continue to be binding and subsisting.

IN WITNESS WHEREOF, the under signed have executed this Agreement as of the date first written above.

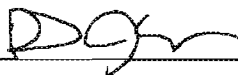
ASSIGNOR:

enCommerce, Inc.

By: 
Name: James Kendrick
Its: VPA Secretary

ASSIGNEE:

Entrust, Inc.

By: 
Name: David J. Wagner
Its: SVP & CFO