

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bsecure Technologies, Inc.		11/23/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AVG Technologies CY Limited		
<b>Street Address:</b>	Arch. Makariou III, 2-4		
<b>Internal Address:</b>	Capital Center, 9th Floor		
<b>City:</b>	Nicosia		
<b>State/Country:</b>	CYPRUS		
<b>Postal Code:</b>	1505		
<b>Entity Type:</b>	Private Limited Company: CYPRUS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2796120	BSECURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)281-0717		
<b>Phone:</b>	412-454-5000		
<b>Email:</b>	docketingpgh@pepperlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Pepper Hamilton LLP		
<b>Address Line 1:</b>	BNY Mellon Center, 50th Floor		
<b>Address Line 2:</b>	500 Grant Street		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15219		
<b>ATTORNEY DOCKET NUMBER:</b>	133696.7		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Pepper Hamilton LLP		

**OP \$40.00 2796120**

**900212548**

**TRADEMARK  
 REEL: 004701 FRAME: 0294**

Address Line 1: BNY Mellon Center, 50th Floor  
Address Line 2: 500 Grant Street  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:

Brienne S. Terril, Reg. No. 60,941

Signature:

/Brienne S. Terril/

Date:

01/19/2012

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated November 23, 2011, is entered into by and between Bsecure Technologies, Inc., a Delaware corporation ("Bsecure"), and AVG Technologies CY Limited, a private limited company organized under the laws of Cyprus ("AVG").

WHEREAS, pursuant to the Asset Purchase Agreement dated October 26, 2011 by and among Bsecure, AVG, and others (the "Asset Purchase Agreement"), Bsecure agreed to sell, convey, assign, transfer and deliver to AVG the entire right, title and interest in and to substantially all intellectual property rights owned by Bsecure; and

WHEREAS, pursuant to the Asset Purchase Agreement, AVG is the successor to certain business assets related to the entire portion of Bsecure's business to which the Trademarks (as defined below) pertain, which business is ongoing and existing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Asset Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all copyrights and maskwork rights owned by Bsecure, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works of authorship, including, without limitation, any Software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet websites and the content thereof, and any other works of authorship, together with all rights associated with any of the foregoing, including without limitation, the registrations, applications, Software and other copyrights set forth on Exhibit A. Notwithstanding the foregoing, Copyrights shall not include any Excluded Intellectual Property (as defined in the Asset Purchase Agreement).

"Domain Names" means all domain names or Uniform Resource Locators (URL) owned by Bsecure and subject to registration by any registrar authorized by ICAAN or any other administrators of URLs, including without limitation generic top-level domains (gTLDs), and country code top-level domains (ccTLDs), including, without limitation the domain names and URLs set forth on Exhibit D. Notwithstanding the foregoing, Domain Names shall not include any Excluded Intellectual Property (as defined in the Asset Purchase Agreement).

"Intellectual Property" means Patents, Trademarks, Copyrights, Domain Names and Trade Secrets.

“Patents” means all patents and patent applications (including, without limitation, provisional applications, utility applications and design applications) and patentable inventions owned by Bsecure, including, without limitation, reissues, patents of addition, continuations, continuations-in-part, substitutions, additions, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions, patent disclosures and inventions, draft patent applications and the like, any foreign or international equivalent of any of the foregoing, and any domestic or foreign patents or patent applications claiming priority to any of the above, together with all rights associated with any of the foregoing, including, without limitation, the patents and patent applications set forth on Exhibit B. Notwithstanding the foregoing, Patents shall not include any Excluded Intellectual Property (as defined in the Asset Purchase Agreement).

“Trademarks” means all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, trade dress, other source of business identifiers, whether registered or unregistered and currently in use, and registrations, applications to register and all of the goodwill of the Business related to the foregoing, foreign versions of the foregoing whether protected, created or arising under the Laws of the United States or any other jurisdiction and owned by Bsecure, together with all rights associated with any of the foregoing, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C. Notwithstanding the foregoing, Trademarks shall not include any Excluded Intellectual Property (as defined in the Asset Purchase Agreement).

“Trade Secrets” means all trade secrets and other confidential information, including, without limitation, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information, whether protected, created or arising under the laws of the United States or any other jurisdiction, that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other Persons, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, in each case owned by Bsecure. Notwithstanding the foregoing, Trade Secrets shall not include any Excluded Intellectual Property (as defined in the Asset Purchase Agreement).

## **COPYRIGHTS**

1. Bsecure hereby sells, conveys, assigns, transfers and delivers to AVG, free and clear of all Liens (other than Permitted Liens), all right, title and interest, in and to all Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in AVG’s sole name.

2. Bsecure shall cooperate with AVG in any action reasonably requested in writing by AVG in order to effectuate, carry out, or fulfill the parties’ intent and/or Bsecure’s

obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in AVG's sole discretion, to consolidate, confirm, vest and/or record AVG's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

### **TRADEMARKS**

3. Bsecure hereby sells, conveys, assigns, transfers and delivers to AVG, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in AVG's sole name.

4. Bsecure shall cooperate with AVG in any action reasonably requested in writing by AVG in order to effectuate, carry out, or fulfill the parties' intent and/or Bsecure's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in AVG's sole discretion, to consolidate, confirm, vest and/or record AVG's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

### **PATENTS**

5. Bsecure hereby sells, conveys, assigns, transfers and delivers to AVG, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in AVG's sole name.

6. Bsecure shall cooperate with AVG in any action reasonably requested in writing by AVG in order to effectuate, carry out, or fulfill the parties' intent and/or Bsecure's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in AVG's sole discretion, to consolidate, confirm, vest and/or record AVG's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

### **TRADE SECRETS**

7. Bsecure hereby sells, conveys, assigns, transfers and delivers to AVG, free and clear of all Liens (other than Permitted Liens), all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in AVG's sole name.

8. Bsecure agrees that, if applicable, it will reasonably assist AVG in acquiring and maintaining any available protections for, and confirming AVG's title to, the Trade Secrets, at AVG's sole expense.

#### **GENERAL**

9. Entire Agreement. This Assignment and the Asset Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Sellers' Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by Bsecure or AVG of any liabilities, duties or obligations imposed upon any of them by the terms of the Asset Purchase Agreement including, without limitation, the representations and warranties and other provisions thereof.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

11. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

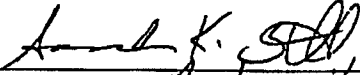
12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

BSECURE TECHNOLOGIES, INC.

By:   
Print Name: Andrew K. Still  
Title: CFO / Sec.

AVG Technologies CY Limited

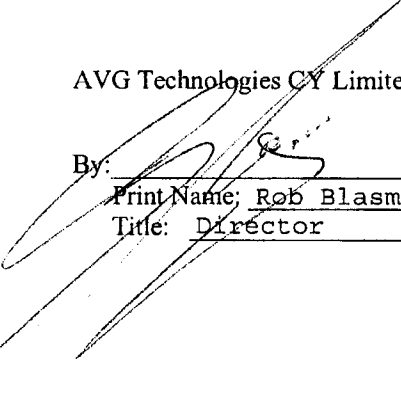
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

BSECURE TECHNOLOGIES, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AVG Technologies CY Limited

By:  \_\_\_\_\_  
Print Name: Rob Blasman  
Title: Director

[Signature Page to Intellectual Property Assignment]



ACKNOWLEDGMENT

STATE OF : Tennessee

COUNTY OF : Sullivan

: ss.

Andrew K. Stull, being duly sworn, says that [he/she] is the [CFO / Sec] of Bsecure Technologies, Inc., a Delaware corporation, and acknowledges that [he/she] did sign the Intellectual Property Assignment on behalf of Bsecure Technologies, Inc. pursuant to due authority.

Bsecure Technologies, Inc.

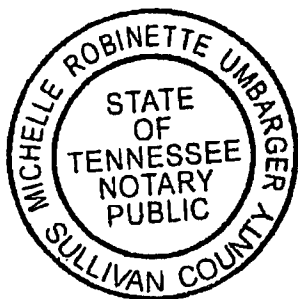
By: Andrew K. Stull  
Print Name: Andrew K. Stull  
Title: CFO / Sec

Sworn to and subscribed  
before me this 16 day  
of November, 2011.

Michelle Robinette Umbarger  
Notary Public

My commission expires: July 26, 2015

(SEAL)



**EXHIBIT C**  
**TRADEMARKS**

I. Registered Trademarks and Trademark Applications:

Reg. No/Serial No.	Filing Date/Reg. Date/Issuance Date	Record Owner	Country of Registration	Title or Description
2796120	Registered October 23, 2009	Technologies	U.S.A.	BSECURE (Class 9)
3730057	Registered December 22, 2009	Technologies	U.S.A.	POWERED BY BSECURE TECHNOLOGIES (Class 42)
3930048	Registered March 8, 2011	Technologies	U.S.A.	POWERED BY BSECURE TECHNOLOGIES (Class 9)
3730059	Registered December 22, 2009	Technologies	U.S.A.	BSECURE (Class 9)
3730058	Registered December 22, 2009	Technologies	U.S.A.	BSECURE (Class 42)
3930049	Registered March 8, 2011	Technologies	U.S.A.	BSECURE TECHNOLOGIES (Class 42)
3356984	Registered December 18, 2007	Technologies	U.S.A.	PREDALERT (Class 42)
3765619	Registered March 23, 2010	Technologies	U.S.A.	ULTIMATE ONLINE FAMILY PROTECTION (Class 9)
3765620	Registered March 23, 2010	Technologies	U.S.A.	ULTIMATE ONLINE FAMILY PROTECTION (Class 42)
77/804173	Filed August 13, 2009	Technologies	U.S.A.	BSECURE CLOUDCARE (Class 9)
4003000	Registered July 26, 2011	Technologies	U.S.A.	BSECURE CLOUDCARE (Class 42)
2343716	Registered April 18, 2000	Technologies	U.S.A.	B-SECURE (Class 42)

2. Common Law Trademarks

Technologies owns common law rights in and to all of the registered trademarks listed above in Section I of this Exhibit C.