

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
netForensics, Inc.		02/01/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Sigma Opportunity Fund II, LLC		
Street Address:	800 Third Avenue		
Internal Address:	Suite 1701		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3351390	NETFORENSICS	
Registration Number:	2332889	NETFORENSICS	
Serial Number:	85066048	NFX SECURITY	
CORRESPONDENCE DATA			
Fax Number:	(212)563-7108		
Phone:	(212)244-4111		
Email:	alonh@shibolet.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Alon Harnoy		
Address Line 1:	c/o Shibolet LLP, 1 Penn Plaza		
Address Line 2:	Suite 2527		
Address Line 4:	New York, NEW YORK 10119		
NAME OF SUBMITTER:	Alon Harnoy		

OP \$90.00 3351390

Signature:	/ah/
Date:	02/07/2012
Total Attachments: 5 source=netForensics Inc - Filed DE UCC#page1.tif source=netForensics Inc - Filed DE UCC#page2.tif source=netForensics Inc - Filed DE UCC#page3.tif source=netForensics Inc - Filed DE UCC#page4.tif source=netForensics Inc - Filed DE UCC#page5.tif	

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE  
 U.C.C. FILING SECTION  
 FILED 07:03 PM 02/01/2012  
 INITIAL FILING # 2012 0417263

SRV: 120113807

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Alon Harnoy**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Shiboleth LLP  
 1 Penn Plaza, Suite 2527  
 New York, NY 10119**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**netForensics, Inc.**

OR  
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS  
**200 Metroplex Drive**

CITY: **Edison** STATE: **NJ** POSTAL CODE: **08817** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **Corporation** 1f. JURISDICTION OF ORGANIZATION **Delaware** 1g. ORGANIZATIONAL ID #, if any **3477680**  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR  
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**Sigma Opportunity Fund II, LLC**

OR  
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
**800 Third Avenue, Suite 1701**

CITY: **New York** STATE: **NY** POSTAL CODE: **10022** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:

**100% of the assets of the Debtor, including without limitation, each of the following, whether now existing or hereafter arising, owned or acquired by the Debtor, and wherever located: (i) all Accounts of the Debtor; (ii) all Inventory of the Debtor; (iii) all Equipment of the Debtor; (iv) all Proprietary Information owned or licensed by the Debtor, whether existing on the date hereof or developed or acquired hereafter; (v) all of the Debtor's right, title and interest in and to all Contracts, Documents, Chattel Paper, Instruments, Investment Property and General Intangibles, whether now existing or hereafter arising; (vi) all cash proceeds, securities, rights and other property at any time and from time to time received, receivable or otherwise distributed in respect of the Collateral; (vii) the Intellectual Property Collateral; (viii) all insurance policies; (ix) all books, ledgers, books of account, records, writings, databases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating, or referring to any of the foregoing; (x) to the extent not otherwise included, all Proceeds, products, rents, issues, profits, goods and returns of and from any and all of the foregoing, which Proceeds may be in the form of Accounts, Chattel Paper, Inventory or otherwise; (xi) Commercial Tort Claims (as defined in the Code); (xii) Deposit Accounts (as defined in the Code); (xii) Letter-of-Credit Rights and Letters of Credit**

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAIOLR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE)  (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**Delaware Secretary of State**

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME <b>netForensics, Inc.</b>			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME						
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
11d. <b>SEE INSTRUCTIONS</b>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any		
					<input type="checkbox"/> NONE	

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME						
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

16. Additional collateral description:

**(as both terms are defined in the Code); (xiv) Supporting Obligations (as defined in the Code); and (xv) all other property and rights of every kind and description and interests therein, all as more particularly described in Exhibit A attached hereto and made part hereof.**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.  
 Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction  
 Filed in connection with a Public-Finance Transaction

International Association of Commercial Administrators (IACA)

**Debtor: netForensics, Inc.**  
**Secured Party: Sigma Opportunity Fund II, LLC**

**Exhibit A to**  
**UCC-1 Financing Statement**

The following terms shall have the following meanings:

“Accounts” shall have the meaning provided in the Code, and in any event shall include all rights to payment for goods sold or leased or for services rendered, whether or not such rights have been earned by performance.

“Chattel Paper” shall have the meaning assigned to such term under the Code.

“Code” means the Uniform Commercial Code as from time to time in effect in the State of New York; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “Code” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions relating to such provisions.

“Computer Hardware and Software Collateral” means all of the Debtor’s right, title and interest throughout the world in and to: (i) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, including all operating system software, utilities and application programs in whatsoever form; (ii) all software programs (including source code, object code and all related applications and data files), designed for use on the computers and electronic data processing hardware described in clause (i) above; all firmware associated therewith; (iii) all documentation (including flow charts, logic diagrams, manuals, guides, specifications, training materials, charts and pseudo codes) with respect to such hardware, software and firmware described in the preceding clauses (i) through (ii); (iv) and all rights with respect to all of the foregoing, including copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, improvements, error corrections, updates, additions or model conversions of any of the foregoing.

“Contracts” shall mean any pending or executory contracts, requests for quotations, invitations or solicitations to bid, agreements, assignments, guarantees, leases and arrangements of which Debtor is a party or to which Debtor has an interest.

“Copyright Collateral” means all of the Debtor’s right, title and interest throughout the world in and to: (i) all copyrights, registered or unregistered and whether published or unpublished, now or hereafter in force including copyrights registered in the United States Copyright Office and

corresponding offices in other countries of the world, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation and all extensions and renewals of the foregoing (“Copyrights”), including the Copyrights which are the subject of a registration or application referred to in Schedule I of the Security Agreement; (ii) all express or implied Copyright licenses and other agreements for the grant by or to the Debtor of any right to use any items of the type referred to in clause (i) above (each a “Copyright License”), including each Copyright License referred to in Schedule I of the Security Agreement; (iii) the right to sue for past, present and future infringements of any of the Copyrights owned by the Debtor, and for breach or enforcement of any Copyright License; and (iv) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

“Documents” shall have the meaning assigned to such term under the Code.

“Equipment” shall have the meaning assigned to such term under the Code.

“General Intangibles” shall have the meaning assigned to such term under the Code.

“Intellectual Property Collateral” means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

“Instrument” shall have the meaning assigned to such term under the Code.

“Inventory” shall have the meaning assigned to such term under the Code, and in any event shall include all raw material, work-in process and finished goods, inventory, merchandise, goods and other personal property that are held by or on behalf of a Person for sale or lease or to be furnished under a contract of service or which give rise to any Account, including returned goods.

“Investment Property” shall have the meaning assigned to such term under the Code.

“Patent Collateral” means all of the Debtor’s right, title and interest throughout the world in and to: (i) inventions and discoveries, whether patentable or not, all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing (“Patents”), including each Patent and Patent application referred to in Schedule II of the Security Agreement; (ii) all Patent licenses, and other agreements for the grant by or to the Debtor of any right to use any items of the type referred to in clause (a) above (each a “Patent License”), including each Patent License referred to in Schedule II of the Security Agreement; (iii) the right to sue third parties for past, present and future infringements of any Patent or Patent application, and for breach or enforcement of any Patent License; and (iv) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

“Proceeds” shall have the meaning assigned to such term under the Code.

“Proprietary Information” means information generally unavailable to the public that has been created, discovered, developed or otherwise become known to the Debtor or in which property rights have been assigned or otherwise conveyed to the Debtor, which information has economic value or potential economic value to the business in which the Debtor is engaged. Proprietary Information shall include, but not be limited to, trade secrets, processes, formulas, writings data, software know-how, negative know-how, improvements, discoveries, developments, designs, inventions, techniques, technical data, customer and supplier lists, financial information, business plans or projections and modifications or enhancements to any of the above. Proprietary Information shall include all information existing on the date hereof and all information developed or acquired hereafter.

“Trademark Collateral” means all of the Debtor’s right, title and interest throughout the world in and to: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as “Trademarks”), including those Trademarks referred to in Schedule III of the Security Agreement; (iii) all Trademark licenses and other agreements for the grant by or to the Debtor of any right to use any Trademark (each a “Trademark License”), including each Trademark License referred to in Schedule III of the Security Agreement; (iii) of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b); and (iv) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

“Trade Secrets Collateral” means all of the Debtor’s right, title and interest throughout the world in and to (a) all common Law and statutory trade secrets and all other confidential, proprietary or useful information and all know-how (collectively referred to as “Trade Secrets”) obtained by or used in or contemplated at any time for use in the business of the Debtor, whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, (b) all Trade Secret licenses and other agreements for the grant by or to the Debtor of any right to use any Trade Secret (each a “Trade Secret License”) including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret License, and (c) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).