

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Subordination & Intercreditor Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sigma Capital Advisors, LLC		08/07/2012	LIMITED LIABILITY COMPANY: DELAWARE
Sigma Opportunity Fund II, LLC		08/07/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Allied Affiliated Funding, L.P.
Street Address:	5151 Belt Line Rd., Suite 500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	LIMITED PARTNERSHIP: TEXAS

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	75710052	NETFORENSICS
Serial Number:	77137005	NETFORENSICS
Serial Number:	85066048	NFX SECURITY

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2023704761
 Email: tfahey@nationalcorp.com
 Correspondent Name: Thomas Fahey
 Address Line 1: 1100 G Street NW, Suite 420
 Address Line 2: National Corporate Research, Ltd.
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

OP \$90.00 75710052

ATTORNEY DOCKET NUMBER:	F140729
NAME OF SUBMITTER:	Steven N. Kurtz
Signature:	/Steven N. Kurtz/
Date:	08/14/2012

Total Attachments: 11

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SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT (this "Agreement"), dated as of August 07, 2012, is entered into between **Allied Affiliated Funding, LP**, ("Allied" or "Senior Creditor") and **Sigma Capital Advisors, LLC (and Sigma Opportunity Fund II, LLC)**, a Delaware corporation, (collectively, "Junior Creditor") based upon the following:

RECITALS

WHEREAS, Sigma Opportunity Fund II, LLC, has entered into various loans with BlackStratus, Inc., a Delaware corporation, formerly known as NetForensics, Inc. ("Debtor"), as evidenced by the Junior Creditor Loan Agreements, as defined below;

WHEREAS, Debtor desires to obtain from Allied, a factoring facility, as evidenced by the Allied Financing Documents (as defined below) and grant to Allied a first priority security interest in the Allied Collateral (as defined below); and

WHEREAS, Sigma Opportunity Fund II, LLC has agreed to subordinate its security interest in certain collateral of Debtor to Allied and set forth certain rights with respect to the Obligations of Debtor to Allied and Junior Creditor.

NOW, THEREFORE, Junior Creditor and Allied agree as follows:

In addition to the defined terms contained in the introductory paragraph above and in the Recitals, as used herein, the following terms shall have the following definitions:

A. "Collateral" shall mean the Senior Creditor Collateral and the Junior Creditor Collateral.

B. "Collection Action" means: (a) to demand, sue for, take or receive from or on behalf of Debtor or any guarantor of the Junior Creditor Obligations, Senior Creditor Obligations, as the case may be, by set-off, the whole or any part of any monies which may now, or hereafter, be owing by Debtor or any such guarantor with respect to the Junior Creditor Obligations, or Senior Creditor Obligations, as the case may be; (b) exercise any remedy available including, but not limited to, those available under the Uniform Commercial Code (as enacted in Texas), the Allied Financing Documents or Junior Creditor Loan Agreements; (c) to initiate or participate with others in any suit, action or proceeding against Debtor or any such guarantor to (i) enforce payment of or to collect the whole or any part of the Junior Creditor Obligations, or Senior Creditor's Obligations as the case may be, or (ii) commence judicial enforcement of any of the rights and remedies under the Junior Creditor Loan Agreements, or Allied's Obligations, as they case may be, or applicable law with respect thereto; (d) to accelerate any Junior Creditor Obligations or Allied's Obligations; or (e) to take any action to foreclose, enforce or realize upon any of the Junior Collateral or Allied Collateral.

C. "Allied Financing Documents" means the Factoring Agreement, Intellectual Property Security Agreement of substantially even date herewith, any present or future agreements, documents or amendments entered into between Debtor and Allied.

D. "Junior Collateral" shall have the same definition ascribed to the term "Collateral" in the Junior Creditor Loan Agreements.

E. "Junior Creditor Loan Agreements" means the Transaction Documents as such terms are defined in the Purchase and Credit Agreement dated January 31, 2012.

F. "Junior Creditor Obligations" means all present and future Obligations owing to Junior Creditor by Debtor, including, without limitation, the Obligations evidenced by the Junior Creditor Loan Agreements.

G. "Junior Creditor Stay Period" means 120 days after Junior Creditor gives Senior Creditor notice of a Junior Default, pursuant to the notice provisions herein.

H. "Junior Default" means a default in the payment or performance by Debtor of any Junior Creditor Obligation.

I. "Junior Default Notice" means a written notice from Junior Creditor to Allied pursuant to which Allied is notified of the occurrence of a Junior Default, which notice incorporates a reasonably detailed description of the Junior Default then in existence of which Junior Creditor is aware, provided, that the failure to include any then existing Junior Default shall not limit the effectiveness of a such Junior Default Notice.

J. "Senior Creditor Collateral" shall have the same definition ascribed to the term "Collateral" in the Allied Financing Documents, which shall include, but not be limited to, all now owned and hereafter acquired Accounts, Electronic Chattel Paper, Chattel Paper, General Intangibles, including patents, trademarks, copyrights and all other intellectual property, Account Documents, Documents, Supporting Obligations, and all Proceeds thereof, including Proceeds in any Deposit Account.

K. "Obligations" is used in this Agreement in its broadest and most comprehensive sense and means all present and future indebtedness which may be from time to time, directly or indirectly, incurred by Debtor, including, but not limited to, indebtedness evidenced by or arising pursuant to any negotiable instruments, chattel paper, guarantees, leases, purchase agreements, consulting agreements, license agreements, royalty agreements, indemnification agreements, reimbursement agreements or any other agreements, whether oral or written, and further including without limitation, obligations owed or to become owing, including interest, principal, costs, and other charges, and all claims, rights, causes of action, judgments, decrees, remedies, security interests, or other obligations of Debtor of any kind whatsoever and howsoever arising, whether voluntary, involuntary, absolute, contingent, or by operation of law.

L. "Senior Creditor Obligations" means, collectively, all Obligations owing to Allied by Debtor, including without limitation, the present and future Obligations arising pursuant to the Allied Financing Documents.

All Capitalized Terms mean terms not otherwise defined herein shall have the same meaning as set forth in the Uniform Commercial Code enacted in Texas.

1. Subject to the terms of this Agreement, any and all Junior Creditor Obligations are hereby irrevocably subordinated and subject to any and all Senior Creditor Obligations, including, without limitation, the Senior Creditor Obligations arising pursuant to the Allied Financing Documents. In addition, notwithstanding the order of attachment or perfection, all of the security interests of Junior Creditor in the Junior Collateral are hereby irrevocably subordinated to the security interests of Senior Creditor in the Senior Creditor Collateral. Junior Creditor hereby waives the right, if any, to require that Senior Creditor marshal or otherwise proceed to dispose of or foreclose upon Collateral in any manner or order.

2. Junior Creditor hereby releases its security interest in all Accounts Purchased by Senior Creditor from Debtor pursuant to the Allied Financing Documents; all documents relating to such Accounts; all amounts owing to Debtor under the Allied Financing Documents including the purchase price (as defined in the Factoring Agreement); and all Proceeds, General Intangibles, Supporting Obligations relating to the foregoing.

3. Junior Creditor acknowledges and agrees that Senior Creditor shall own all Accounts it purchases from Debtor under the Factoring Agreement (at any time) free and clean of any right, title, lien, security interest and claim of the Junior Creditor to such purchased Account.

4. This Agreement constitutes a continuing irrevocable subordination agreement which shall remain effective until all of the Senior Creditor Obligations have been repaid in full. In this regard, Junior Creditor waives any and all rights that it may have to terminate this Agreement prior to such time as all of the Senior Creditor Obligations have been repaid in full and the Financing Documents have expired pursuant to the terms thereof.

5. So long as any of the Senior Creditor Obligations remain unpaid, in whole or in part, Junior Creditor agrees, except as set forth in Paragraphs 6 and 7: (i) not to collect, or to receive payment upon, by setoff or in any other manner, all or any portion of the Junior Creditor Obligations; (ii) not to sell, assign, transfer, pledge, or give a security interest in the Junior Creditor Obligations (except subject expressly to this Agreement); (iii) not to enforce or apply, or take any steps to enforce or apply, any security, including any of the Collateral, now or hereafter existing, for the Junior Creditor Obligations; (iv) not to commence, prosecute or participate in any administrative, legal or equitable action against Debtor or in any administrative, legal or equitable action that might adversely affect Debtor or its interest; (v) not to join in any petition for bankruptcy, assignment for the benefit of creditors, or creditors' agreement; (vi) other than the existing security interest of Junior Creditor in the Junior Creditor Collateral, not to take any lien or security on any of Debtor's property, real or personal; (vii) not to incur any obligation to or receive any loans, advances or gifts from Debtor; and (viii) not take any Collection Action except as otherwise provided for herein.

6. Except as set forth in Paragraph 7 below, all of the Senior Creditor Obligations, now or hereafter existing, shall be first paid by Debtor before any payment shall be made by Debtor on the Junior Creditor Obligations. This priority of payment shall apply at all times until all of the Senior Creditor Obligations have been repaid in full, and in the event of any assignment by Debtor for the benefit of Debtor's creditors, of any bankruptcy proceedings instituted by or against Debtor, or the appointment of any receiver for Debtor or Debtor's business or assets, or of any dissolution or other winding up of the affairs of Debtor or of

Debtor's business, and in all such cases respectively, the officers of Debtor and any assignee, trustee in bankruptcy, receiver, and other person or persons in charge, are hereby directed to pay to Senior Creditor the full amount of the Senior Creditor Obligations before making any payments to Junior Creditor.

7. Notwithstanding the provisions contained in this Agreement to the contrary, so long as no Event of Default (as that term is defined in the Allied Financing Documents) has occurred and is continuing, Debtor shall be permitted to pay, and Junior Creditor shall be entitled to receive regularly scheduled payments of interest and principal, including scheduled payments of fees or agreed payments determined based on revenues of the Debtor, as provided for under the Junior Creditor Loan Agreements. Notwithstanding the foregoing, Junior Creditor may receive payments in excess of the regularly scheduled payments of principal or interest if Allied consents thereto, in writing, which consent can be granted or refused in Allied's sole and absolute discretion.

8. Junior Creditor agrees not to initiate or take any Collection Action for a period of 180 days after written notice has been given to Senior Creditor by Junior Creditor pursuant to this Agreement of any Junior Default. If, after the expiration of 120 days after Junior Creditor has been given written notice to Senior Creditor of a Junior Default, Senior Creditor has not initiated its own Collection Action, then Junior Creditor may initiate its Collection Action, however any recoveries it may obtain on any Collection Action shall, net of Junior Creditor's reasonable costs and attorneys' fees, be immediately paid over to Senior Creditor. If, after the expiration of 120 days after Junior Creditor has given written notice to Senior Creditor, the Senior Creditor has initiated its own Collection Action against Debtor, then any recoveries that Junior Creditor may receive in its Collection Action shall be immediately paid over to Senior Creditor.

9. As additional security for the Senior Creditor Obligations, and to secure the performance of all of Junior Creditor's Obligations to Senior Creditor arising pursuant to this Agreement, Junior Creditor hereby transfers, grants to Senior Creditor a security interest in, and assigns to Senior Creditor all of Junior Creditor's rights to any payments or distributions which might otherwise be due to Junior Creditor from Debtor. Senior Creditor is hereby irrevocably constituted and appointed the attorney-in-fact of Junior Creditor to file any and all proofs of claim, financing statements, and any other documents and to take all other action, either in Senior Creditor's name or in the name of Junior Creditor, which in Senior Creditor's opinion is necessary or desirable to enable Senior Creditor to obtain all such payments or distributions.

10. Junior Creditor agrees that Senior Creditor shall have the absolute power and discretion, without notice to Junior Creditor, to deal in any manner with the Senior Creditor Obligations (including, interest, costs and expenses payable by Debtor to Senior Creditor) and any security and guarantees therefor. In this connection, Senior Creditor shall have absolute power and discretion to release any Collateral or obligor, to surrender Collateral, to extend payment and maturity dates, to renew any or all Senior Creditor Obligations, to accelerate any or all Senior Creditor Obligations, to compromise any or all Senior Creditor Obligations, or to accept the substitution of any Collateral or any obligor. Junior Creditor hereby waives and agrees not to assert against Senior Creditor any rights which a guarantor or surety could exercise; provided, however, nothing in this Agreement shall constitute Junior Creditor a guarantor or surety.

11. If, at any time hereafter, Senior Creditor, in its sole and independent judgment, elects to discontinue the extension of credit to or on behalf of Debtor, Senior Creditor may do so. This Agreement, the obligations of Junior Creditor owing to Senior Creditor, and Senior Creditor's rights and privileges hereunder shall continue until payment in full of all of the Senior Creditor Obligations, notwithstanding any action or nonaction by Senior Creditor with respect thereto or with respect to any Collateral therefor or any guarantees thereof. All rights, powers and remedies hereunder shall apply to all past, present and future Senior Creditor Obligations, including under successive transactions which may continue, renew, increase, decrease or from time to time create new Senior Creditor Obligations.

12. Junior Creditor further agrees that in case Junior Creditor should take or join in any measure or advantage contrary to this Agreement, at any time prior to the payment in full of all of the Senior Creditor Obligations, Senior Creditor shall be entitled to have the same vacated, dissolved and set aside by such proceedings at law, or otherwise, as Senior Creditor may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor. In furtherance of Senior Creditor's rights hereunder, Senior Creditor shall be entitled to become a party to any proceedings at law, or otherwise, initiated by Junior Creditor or by any other party in order to enable Senior Creditor, as it deems proper, to protect its interests hereunder. Junior Creditor agrees that if Junior Creditor breaches this Agreement, Junior Creditor shall be liable to Senior Creditor for all losses and damages sustained by Senior Creditor by reason of such breach, including Senior Creditor attorneys' fees in any such legal action. Junior Creditor shall have five business days in which to cure any breach of this Agreement after notice is given by Senior Creditor to Junior Creditor, pursuant to this Agreement.

13. Except as otherwise expressly agreed to herein, if Junior Creditor shall receive any payments, security interests, or other rights in any property of Debtor in violation of this Agreement, such payment or property shall be received by Junior Creditor in trust for Senior Creditor and shall forthwith be delivered and transferred to Senior Creditor.

14. No subordinations of the Junior Creditor Obligations have previously been executed by Junior Creditor for the benefit of anyone else (except for those that are no longer in effect), and any such subordinations hereafter executed will be, and shall be expressed to be, subject and subordinate to the terms of this Agreement. This Agreement shall continue in full force and effect, and it shall not be canceled or otherwise rendered ineffective, until Senior Creditor has received payment in full of all of the Senior Creditor Obligations and all Allied Financing Documents have been terminated.

15. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors and assigns of Junior Creditor, and shall inure to the benefit of Senior Creditor's successors and assigns.

16. The validity of this Agreement, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles, and shall be deemed by the parties to have been entered into and delivered in the State of Texas. The parties further agree that any action to enforce, interpret or that in any manner

relates to this Agreement, shall, at the sole option of Senior Creditor, be exclusively venued in the appropriate state or federal court situated in Dallas County, Texas.

17. In the event it becomes necessary for any party to commence any legal proceedings or regarding the provisions of this Agreement, the court or body before which the same shall be tried shall award to the prevailing party all costs and expenses thereof, including, but not limited to, reasonable attorneys' fees, the usual customary and lawfully recoverable court costs, and all other expenses in connection therewith.

18. The parties intend and agree that their respective rights, duties, liabilities, obligations and discretion shall be performed, discharged and exercised reasonably and in good faith.

19. No failure to exercise and no delay in exercising any right, power, or remedy hereunder shall impair any right, power, or remedy which Senior Creditor may have, nor shall any such delay be construed to be a waiver of any such rights, powers, or remedies, or any acquiescence in any breach or default hereunder; nor shall any waiver by Senior Creditor of any breach or violation by Junior Creditor hereunder be deemed a waiver of any breach or violation subsequently occurring. All rights and remedies granted to Senior Creditor hereunder shall remain in full force and effect notwithstanding any single or partial exercise of, or any discontinuance of action begun to enforce, any such right or remedy. The rights and remedies specified herein are cumulative and not exclusive of each other or of any rights or remedies that Senior Creditor would otherwise have. Any waiver, permit, consent or approval by Senior Creditor of any breach or violation hereunder must be in writing and shall be effective only to the extent set forth in such writing and only as to that specific instance.

20. Neither this Agreement nor any provisions hereof may be changed, waived, discharged or terminated, nor may any consent to the departure from the terms hereof be given, orally (even if supported by new consideration), but only by an instrument in writing signed by all parties to this Agreement. Any waiver or consent so given shall be effective only in the specific instance and for the specific purpose for which given.

21. In the event any one or more of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable in any respect, then such provision shall be ineffective only to the extent such prohibition or invalidity, and the validity, legality, and enforceability of the remaining provisions contained herein, shall not in any way be affected or impaired thereby.

22. This Agreement supersedes all other agreements and understandings between the parties hereto, verbal or written, express or implied, relating to the subject matter hereof. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement.

23. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were upon the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement, and any party delivering such an executed counterpart of the signature page to this Agreement by

facsimile to any other party shall thereafter also promptly deliver a manually executed counterpart of this Agreement to such other party, provided that the failure to deliver such manually executed counterpart shall not affect the validity, enforceability, or binding effect of this Agreement.

24. This Agreement is to be deemed to have been jointly prepared by Senior Creditor, on the one hand, and Junior Creditor, on the other hand, and any uncertainty or ambiguity in it shall not be interpreted against any of the parties, but rather according to the application of the rules of interpretation of contracts. In this Agreement, whenever the context so requires, the gender includes the neuter, feminine and masculine and the number includes the singular and the plural, and the words "person" and "party" include individuals, corporations, partnerships, firms, trusts, associations, other legal entities and any group of persons acting in concert.

25. Each and all of the several rights and remedies provided for in this Agreement shall be construed as cumulative, and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

26. Each party represents and warrants that it has the right to enter into and deliver this Agreement and to grant the rights and undertake the duties provided for in this Agreement. This Agreement and the respective rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties only after the Agreement has been fully executed and delivered by an authorized representative of the respective parties.

27. All notices shall be in writing addressed to the respective party as set forth below and may be personally served, faxed or sent by overnight courier service or United States Mail and shall be deemed to have been given; (a) if delivered in person, when delivered; (b) if delivered by fax, on the date of confirmation of transmission if transmitted on a business day before 4:00 p.m. (Central time) or, if not, on the next succeeding business day; (c) if delivered by overnight courier, two days after delivery to such courier properly addressed; or (d) if by United States Mail, three business days after depositing in the United States Mail, with postage prepaid and properly addressed:

To: ALLIED AFFILIATED FUNDING, LP
5151 Beltline Road, Suite 500
Dallas, TX 75254
Facsimile No. (972) 404-0060
Attention: Clay Tramel, President

cc: Steven N. Kurtz, Esq.
LEVINSON ARSHONSKY & KURTZ, LLP
15303 Ventura Blvd., Suite 1650
Sherman Oaks, CA 91403
Facsimile No. 818-382-3445

To: Junior Creditor:
SIGMA CAPITAL ADVISORS, LLC , SIGMA OPPORTUNITY
FUND II, LLC
800 Third Avenue, Suite 1701
New York, NY 10022
Facsimile No.: 212-937-3558
Attention: Thom Waye, Managing Director

cc: Alon Harnoy Esq.
SHIBOLETH, LLP
One Penn Plaza, Suite 2527
New York, NY 10119
Facsimile No.: 212-563-7108

28. JURY TRIAL. JUNIOR CREDITOR AND ALLIED HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN JUNIOR CREDITOR AND ALLIED RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. JUNIOR CREDITOR AND ALLIED EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTERING INTO THIS AGREEMENT, THAT EACH OF JUNIOR CREDITOR AND ALLIED HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THAT EACH OF JUNIOR CREDITOR AND ALLIED WILL CONTINUE TO RELY ON THIS WAIVER IN ANY RELATED FUTURE DEALINGS BETWEEN JUNIOR CREDITOR AND ALLIED. JUNIOR CREDITOR AND ALLIED FURTHER WARRANT AND REPRESENT THAT THEY EACH KNOWINGLY AND VOLUNTARILY WAIVE THEIR RESPECTIVE JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date and year first above written.

"ALLIED"

ALLIED AFFILIATED FUNDING, LP,
a Texas limited partnership

By: Clay P
Name: Clay Tramel
Title: President

"JUNIOR CREDITOR"

SIGMA CAPITAL ADVISORS, LLC

By: Thom Wayne
Name: Thom Wayne
Title: Managing Member

SIGMA OPPORTUNITY FUND II, LLC

By: Thom Wayne
Name: Thom Wayne
Title: Managing Member

The undersigned, BlackStratus, Inc., a Delaware corporation, being the Debtor named in the foregoing Subordination and Intercreditor Agreement, and the undersigned Validity Guarantor of the Debtor's Obligations in favor of Allied, hereby accept and consent thereto and agree to be bound by all of the provisions thereof and to recognize all priorities and other rights granted thereby to Allied and to pay Allied in accordance therewith.

DATED: August 7, 2012

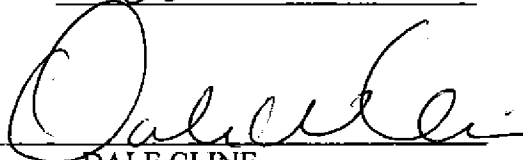
BLACKSTRATUS, INC.
A Delaware corporation

By: 

Name: Dale W. Cline


Title: CEO

DATED: August 7, 2012


DALE CLINE

SCHEDULE A

U.S. FEDERAL TRADEMARKS OF BLACKSTRATUS, INC.

Trademark	Serial No.	App. Date	Reg. No.	Reg. Date	Status
NETFORENSICS and Design 	75710052	6/11/1999	2332889	3/21/2000	Live
NETFORENSICS	77137005	3/21/2007	3351390	12/11/2007	Live
NFX SECURITY	85066048	6/18/2010	N/A	N/A	Live