

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Finjan Software, Ltd.		11/02/2009	COMPANY:

RECEIVING PARTY DATA	
Name:	M86 Security, Inc.
Street Address:	828 W. Taft Avenue
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92865
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5		
Property Type	Number	Word Mark
Registration Number:	2103154	FINJAN
Registration Number:	3342753	FINJAN
Registration Number:	3342927	FINJAN
Registration Number:	3441388	FINJAN RUSAFE
Registration Number:	3407051	FINJAN VITAL SECURITY

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	8044418530
Email:	dawnmarie@beycotropia.com
Correspondent Name:	Dawn-Marie Bey
Address Line 1:	213 Bayly Court
Address Line 4:	Richmond, VIRGINIA 23229

ATTORNEY DOCKET NUMBER:	FINJAN S/W TO M86 ASS REC
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STOCK AND ASSET PURCHASE AGREEMENT

among

M86 SECURITY, INC.,

M86 AMERICAS, INC.,

FINJAN SOFTWARE INC.,

FINJAN INC.

FINJAN SOFTWARE (UK) LIMITED.

and

FINJAN SOFTWARE B.V.

Dated as of November 2, 2009

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STOCK AND ASSET PURCHASE AGREEMENT

THIS STOCK AND ASSET PURCHASE AGREEMENT is entered into this 2nd day of November, 2009 (this "**Agreement**"), by and among **M86 SECURITY, INC.**, a Delaware corporation ("**Parent**"), **M86 AMERICAS, INC.**, a Delaware corporation and a wholly-owned subsidiary of Parent ("**Purchaser**" and together with the Parent and any other designated Affiliate pursuant to Section 12.8, a "**Purchaser Party**" and collectively, the "**Purchaser Parties**"), **FINJAN SOFTWARE INC.**, a Delaware corporation ("**Parent Seller**"), **FINJAN INC.**, a Delaware corporation and a wholly-owned subsidiary of Parent Seller ("**Seller US Subsidiary**"); **FINJAN SOFTWARE (UK) LIMITED** a company incorporated in England with registered number (4707498) (the "**UK Subsidiary**"); and **FINJAN SOFTWARE BV**, a corporation organized under the laws of the Netherlands (the "**Netherlands Subsidiary**" and together with Parent Seller, Seller US Subsidiary and UK Subsidiary, each a "**Seller Party**" and collectively, the "**Seller Parties**" and a "**Party**" means a Seller Party or a Purchaser Party).

W I T N E S S E T H:

WHEREAS, Parent Seller owns all of the outstanding ordinary shares, share capital, capital notes and other equity interests of each of (i) Finjan Software Ltd., an Israeli corporation (the "**Israeli Subsidiary**") and (ii) Finjan Software GmbH, a corporation organized under the laws of Germany (the "**German Subsidiary**") (the Israeli Subsidiary and the German Subsidiary are collectively referred to herein as the "**Seller Foreign Subsidiaries**" and together with the Seller US Subsidiary, the UK Subsidiary and the Netherlands Subsidiary, the "**Seller Subsidiaries**");

WHEREAS, the Parent Seller desires to sell, and Purchaser desires to purchase, all of the outstanding ordinary shares, share capital and, if any, other equity interests and capital notes of each of the Seller Foreign Subsidiaries;

WHEREAS, each of the Seller Parties desires to transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Seller, all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein;

WHEREAS, immediately prior to the Closing, the Israeli Subsidiary shall sell, transfer and assign any and all Retained Intellectual Property to Seller US Subsidiary (the "**IP Company**") pursuant to the IP Transfer Documents (as hereinafter defined); and

WHEREAS, simultaneous with the execution of this Agreement, the Parent shall enter into the License Agreement (as hereinafter defined), by which the IP Company shall grant the Parent, a non-exclusive license to use the Licensed Patents, all in accordance with the terms detailed in the License Agreement; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. DEFINITIONS

1.1. Certain Definitions.

“Intellectual Property Rights” means all right, title and interest in or relating to intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction, including: (i) patents, utility models, certificates of invention, registrations, published and all unpublished non-provisional and provisional patent applications, regardless of country or formal name, including but not limited to, all reexamination proceedings, applications for certificates of invention and priority rights, in any country and regardless of formal name, substitutions, divisions, continuations, continuing prosecution applications, continuations in part, reissues, revivals, renewals, reexaminations, and extensions thereof, and patentable subject matter, whether or not the subject of an application (collectively, "**Patents**"), (ii) trademarks, service marks, trade names, logos, corporate names, trade dress and other designators of origin, registered or unregistered, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals and extensions thereof (the "**Marks**"), (iii) copyrightable subject matter or protectable designs, registered or unregistered, (iv) trade secrets, (v) rights in internet domain names, uniform resource locators and e-mail addresses, (vi) rights in semiconductor topographies (mask works), registered or unregistered, (vii) know-how and (viii) all other intellectual and industrial property rights of every kind and nature, however designated, and under the laws of the United States or any other jurisdiction in the world, whether arising by operation of Law, Contract, license or otherwise, that are material to the conduct of the business of the Seller Group or Parent or Purchaser, as applicable.

“Owned Intellectual Property Rights” means Intellectual Property Rights owned by the Seller Parties, excluding the Retained Intellectual Property, or by Purchaser Group, as applicable.

“Purchased Intellectual Property” means all Intellectual Property Rights owned by Seller Parties related to or used in connection with the Business, other than the Retained Intellectual Property.

“Registered Intellectual Property Rights” means Intellectual Property Rights that are the subject of a pending application or an issued patent, trademark, copyright, design right or other similar registration formalizing exclusive rights.

"Registered Trademarks" means any Marks that are the subject of a pending application or an issued trademark or other similar registration formalizing exclusive rights.

"Retained Intellectual Property" means those Patents listed on Exhibit N, and any and all past, present and future rights, claims, causes of action, demands, entitlements and privileges of any kind or nature, including without limitation, any consideration, payment, proceeds, deposits, bonds, in each case, relating to or arising in connection with, directly or indirectly such Patents and Marks, including without limitation, the Secure Computing Litigation, but excluding, for the avoidance of doubt all Purchased Intellectual Property. Such Patents, the **"Retained Patents"** and such Marks the **"Retained Marks"**.

2.2. Purchase of Assets from the Seller Parties.

On the terms and subject to the conditions set forth in this Agreement, at the Closing Purchaser shall (or shall cause its designated Affiliate or Affiliates subject to Section 12.8 below) purchase, acquire and accept from each of the Seller Parties, and each of the Seller Parties, shall sell, transfer, assign, convey and deliver to Purchaser (or its designated Affiliate or Affiliates subject to Section 12.8 below) to all of each of the Seller Parties' right, title and interest in, to and under the Purchased Assets, free and clear of all Encumbrances except for Permitted Encumbrances and subject only to any limitations, restrictions and/or rights of the Business pursuant to any Purchased Contracts. "**Purchased Assets**" shall mean all of the business, assets, properties, contractual rights, goodwill, going concern value, rights and claims of each Seller Party related to the Business (other than the Retained Intellectual Property), wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of each Seller Party (other than the Excluded Assets), including each of the following assets (the Purchased Assets and the Assumed Liabilities are collectively referred to herein as the "**Assets**"):

- 2.2.15. all goodwill and other intangible assets associated with the Business, including the goodwill associated with the Purchased Intellectual Property (but excluding the Retained Intellectual Property); and
- 2.2.16. all Purchased Intellectual Property, and all rights to sue for or assert claims against and seek remedies for past, present and future infringements of any of the Purchased Intellectual Property and rights of priority and protection of interests

therein and to retain any and all damages, settlement amounts and other amounts therefrom, subject to and without derogating from, the Purchaser Parties' and their Affiliates undertaking in Section 7.4 below.

2.3. Excluded Assets.

Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and each Seller Party shall retain all right, title and interest to, in and under the Excluded Assets. “**Excluded Assets**” shall mean each of the following assets:

2.3.4. the Retained Intellectual Property;

5.15. Intellectual Property Rights.

- 5.15.1. Schedule 5.15.1(i) lists and describes all Owned Intellectual Property Rights of the Seller Group that are Registered Intellectual Property Rights. Schedule 5.15.1(ii) lists all Contracts of the Seller Group relating to Licensed-In Intellectual Property Rights other than Off-the-Shelf Software/Hardware; to the extent there is no written Contract covering any Licensed-In Software, Schedule 5.15.1(ii) lists the licensor and describes the Software so licensed. The Owned Intellectual Property Rights (together with the Retained Intellectual Property Rights) and the Licensed-In Intellectual Property Rights of the Seller Group constitute all Intellectual Property Rights reasonably necessary for the Business of the Seller Group as currently conducted by the Seller Group, except for any Off-the-Shelf Software/Hardware.
- 5.15.2. The Seller Group owns all right, title and interest in their Owned Intellectual Property Rights free and clear of all Encumbrances (including royalty or other payments), except for those Encumbrances listed on Schedule 5.15.2. The Seller Group is the official and sole owner of record of all its Registered Intellectual Property Rights. Except as set forth on Schedule 5.15.2, no Owned Intellectual Property Right of the Seller Group has, to Seller Parties' Knowledge, been infringed by any Person. The Seller Group owns all Intellectual Property Rights developed by their respective current and former Employees and independent contractors during the period of their employment or within the scope of their contracting or consulting relationship, as the case may be, with the Seller Group. To the Seller Parties' Knowledge, no Employee or former Employee or independent contractor of the Seller Group has any claim with respect to any Owned Intellectual Property Right of the Seller Group.
- 5.15.3. To the Knowledge of the Seller Parties' and except as disclosed in Schedule 5.15.3, all Owned Intellectual Property Rights of the Seller Group are valid and enforceable and no Person has asserted that any such Owned Intellectual Property Right is invalid or not enforceable. Except as disclosed in Schedule 5.15.1(i), all Owned Intellectual Property Rights of the Seller Group that are Registered Trademarks are in full force and effect, and all actions required to keep such rights pending or in effect or to provide full available protection, including payment of filing, examination, annuity, and maintenance fees and filing of renewals, statements of use or working, affidavits of incontestability and other similar actions, have been taken, and to the Knowledge of the Seller Parties, no such Registered Trademarks is the subject of any interference, opposition, cancellation, nullity, re-examination or other proceeding placing in question the validity or scope of such rights. Schedule 5.15.1(i) includes a detailed description of any filings or payment of fees that are due to any Governmental Entity with respect to the Owned Intellectual Property Rights which are Marks during the 90-day period following the Closing.
- 5.15.4. Parent Seller and its Affiliates have sufficient rights in the Retained Intellectual Property such that Parent Seller and its Affiliates have the right and power to grant the licenses granted to Parent and Purchaser in the License Agreement, and there are no Contracts that would prevent Parent Seller and its Affiliates from granting any of the licenses or rights granted to Parent and Purchaser pursuant to the License Agreement, or that would prevent Seller from performing its obligations set forth in the License Agreement. Nothing herein shall constitute any representation or

warranty with respect to the validity or enforceability of any Retained Intellectual Property.

executed and delivered by each Purchaser Party. This Agreement and the Transaction

,

organizational document, as applicable of each such Foreign Subsidiary as in effect

event reasonably likely to cause such Losses, provided however that no

- -

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the date first written above.

PARENT:

M86 SECURITY, INC.

By: _____
Name: PHILIP R WESTON
Title: DIRECTOR

PURCHASER:

M86 AMERICAS, INC.

By: _____
Name: _____
Title: _____

PARENT SELLER:

FINJAN SOFTWARE INC.

By: _____
Name: _____
Title: _____

SELLER US SUBSIDIARY:

FINJAN INC.

By: _____
Name: _____
Title: _____

THE US SUBSIDIARY:

FINJAN SOFTWARE (UK) LIMITED.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the date first written above

PARENT:

M86 SECURITY, INC.

By: _____
Name:
Title:

PURCHASER:

M86 AMERICAS, INC.

By: _____
Name:
Title:

PARENT SELLER:

FINJAN SOFTWARE INC.

By: _____
Name: **GAD MAHER**
Title: **CEO**

SELLER US SUBSIDIARY:

FINJAN INC.

By: _____
Name: **GAD MAHER**
Title: **CEO**

THE US SUBSIDIARY:

FINIAN SOFTWARE CORPORATION

By: _____
Name: *Scott Johnson*
Title: *CEO*

THE NETHERLANDS SUBSIDIARY:

FINIAN SOFTWARE B.V.

By: _____
Name: *Scott Johnson*
Title: *CEO*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the date first written above.

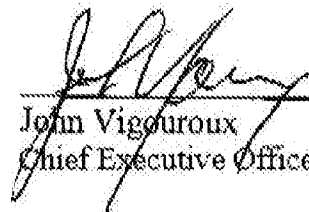
PARENT:

M86 SECURITY, INC.

By: _____
Name:
Title:

PURCHASER:

M86 AMERICAS, INC.



John Vigouroux
Chief Executive Officer

PARENT SELLER:

FINJAN SOFTWARE INC.

By: _____
Name:
Title:

SELLER US SUBSIDIARY:

FINJAN INC.

By: _____
Name:
Title:

THE US SUBSIDIARY:

FINJAN SOFTWARE (UK) LIMITED.

By: _____
Name:
Title:

THE NETHERLANDS SUBSIDIARY:

FINJAN B.V.

By: _____
Name:
Title: