

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
Latis Networks, Inc. dba StillSecure		05/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Perimeter Internetworking Corp.
Street Address:	440 Wheelers Farms Road, Suite 202
City:	Milford
State/Country:	CONNECTICUT
Postal Code:	06461
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85738313	HIPAA ESSENTIAL
Registration Number:	4010478	PCI COMPLETE
Registration Number:	3634286	PROTECTPOINT
Registration Number:	3682234	RADAR

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:	(303)583-8244
Email:	uspt@polsinelli.com
Correspondent Name:	Karin E. Sullivan
Address Line 1:	1515 Wynkoop Suite 600
Address Line 4:	Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	076055-463510
NAME OF SUBMITTER:	Karin E. Sullivan

CH \$115.00 85738313

Signature:	/Karin E. Sullivan/
Date:	10/21/2013
Total Attachments: 4 source=Executed Trademark Assignment#page1.tif source=Executed Trademark Assignment#page2.tif source=Executed Trademark Assignment#page3.tif source=Executed Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered as of May 31, 2013 (the "Effective Date") by **LATIS NETWORKS, INC.**, d/b/a StillSecure, a Delaware corporation (the "Assignor"), for the benefit of **PERIMETER INTERNETWORKING CORP.**, d/b/a SilverSky, a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement (as defined below).

WHEREAS, Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of the date hereof (the "Agreement"); and

WHEREAS, the Assignor has agreed to transfer, contribute and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's trademarks, trademark registrations, trademark applications, servicemarks, trade names, business names, and brand names existing as of the Effective Date that are used, held for use or intended to be used exclusively in the operation or conduct of the UTM Business (other than the Excluded Assets), including, without limitation, those set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, in consideration of the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the party hereto hereby agrees as follows:

1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. At the Assignee's expense, the Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.

2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.

3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.

6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

LATIS NETWORKS, INC.

By: _____

Name:

Title:



PRESIDENT & CEO
ROBERT GUARNOTTA

[Signature page to Trademark Assignment Agreement]

SCHEDULE A

“HIPAA ESSENTIAL” and the corresponding trademark application U.S. serial number 85738313

“PCI COMPLETE” and the corresponding trademark registration U.S. registration number 4010478

“PROTECTPOINT” and the corresponding trademark registration U.S. registration number 3634286

“RADAR” and the corresponding trademark registration U.S. registration number 3682234

The following logo and the corresponding trademark rights therein:

