

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	03/16/2012		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M86 Security International Ltd. by and through its parent M86 Security, Inc.		03/06/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Trustwave Holdings, Inc.		
Street Address:	70 W. Madison St.		
Internal Address:	Suite 1050		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3339555	MAILMARSHAL	
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>			
Email:	mbuckley@hfzlaw.com		
Correspondent Name:	Marianne Buckley		
Address Line 1:	150 S. Wacker Drive, Suite 2200		
Address Line 2:	Hanley Flight & Zimmerman LLC		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	20232/TWTM017		
NAME OF SUBMITTER:	Marianne Buckley		
SIGNATURE:	/Marianne Buckley/		
DATE SIGNED:	05/16/2014		
Total Attachments: 21			
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AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

by and among

M86 SECURITY, INC.,

M86 ACQUISITION CORP.,

TRUSTWAVE HOLDINGS, INC.,

The Seller Parties as identified herein,

and

, solely in
its capacity as the Representative

March 6, 2012

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION

THIS AGREEMENT AND PLAN OF MERGER AND REORGANIZATION (this "Agreement"), dated as of March 6, 2012, is made by and among M86 Security, Inc., a Delaware corporation (the "Company"), Trustwave Holdings, Inc., a Delaware corporation ("Purchaser"), M86 Acquisition Corp., a Delaware corporation and wholly owned subsidiary of Purchaser (the "Merger Sub"), 8e6 Corp, Inc., a California corporation ("8e6"), Marshal Holdings Limited., a company limited by shares and registered under the laws of England and Wales ("Marshal Holdings"),

[REDACTED]
[REDACTED] (8e6, Marshal Holdings, Updata, FSI, FI Delaware, Secret Communications and Vora Ventures, each, a "Seller Party" and collectively, the "Seller Parties")

[REDACTED] (the "Representative"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article XII below.

WHEREAS, Purchaser desires to acquire the Company through a statutory merger of Merger Sub with and into the Company on the terms and subject to the conditions set forth herein;



NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

THE MERGER

1.01 The Merger.

(a) The Merger. At the Effective Time and subject to and upon the terms and conditions of this Agreement, the certificate of merger substantially in the form attached hereto as Exhibit B (the "Certificate of Merger"), and in accordance with the applicable provisions of the DGCL, the Merger Sub shall be merged with and into the Company (the "Merger"), whereupon the separate existence of the Merger Sub shall cease to exist, and the Company shall continue as the surviving corporation and as a wholly-owned subsidiary of Purchaser (the Company following the Merger is sometimes referred to herein as the "Surviving Corporation"). The Merger shall have the effects set forth in Section 259 of the DGCL.

(b) Effect of the Merger. Subject to the terms and conditions of this Agreement, concurrently with the Closing, the Company and the Merger Sub shall cause the Certificate of Merger to be executed, and filed with the Secretary of State of the State of Delaware and make all other filings or recordings required by the DGCL in connection with the Merger. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such later time as Purchaser and the Company shall agree and specify in the Certificate of Merger (the "Effective Time").

(c) Successor. From and after the Effective Time, the Surviving Corporation shall succeed to all the assets, rights, privileges, powers and franchises and be subject to all of the liabilities, restrictions, disabilities and duties of the Company and the Merger Sub, all as provided under the DGCL.

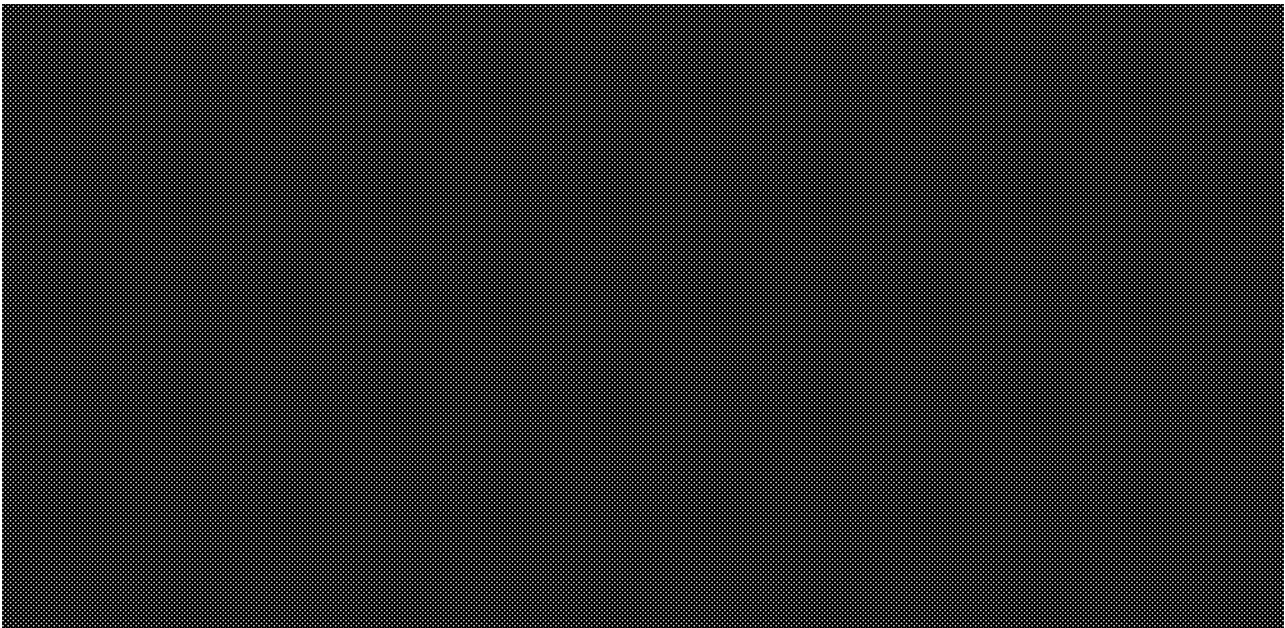




ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the disclosure schedules dated as of the date hereof and delivered to Purchaser herewith (each, a "Schedule" and, collectively, the "Disclosure Schedules"), and as a material inducement to Purchaser to enter into this Agreement, the Company hereby represents and warrants to Purchaser as follows:





5.09 Tax Matters.





(g) The following list includes all Subsidiaries (whether direct or indirect) of the Company organized in a non-U.S. jurisdiction: M86 Security International Ltd., M86 Security NZ Ltd., M86 Security GmbH, M86 Security Israel Ltd., and M86 Security Australia Pty. Ltd. (collectively, the "Foreign Subsidiaries"). Aside from the Foreign Subsidiaries, the Company does not have and has never had any direct or indirect Subsidiary organized in a non-U.S. jurisdiction.

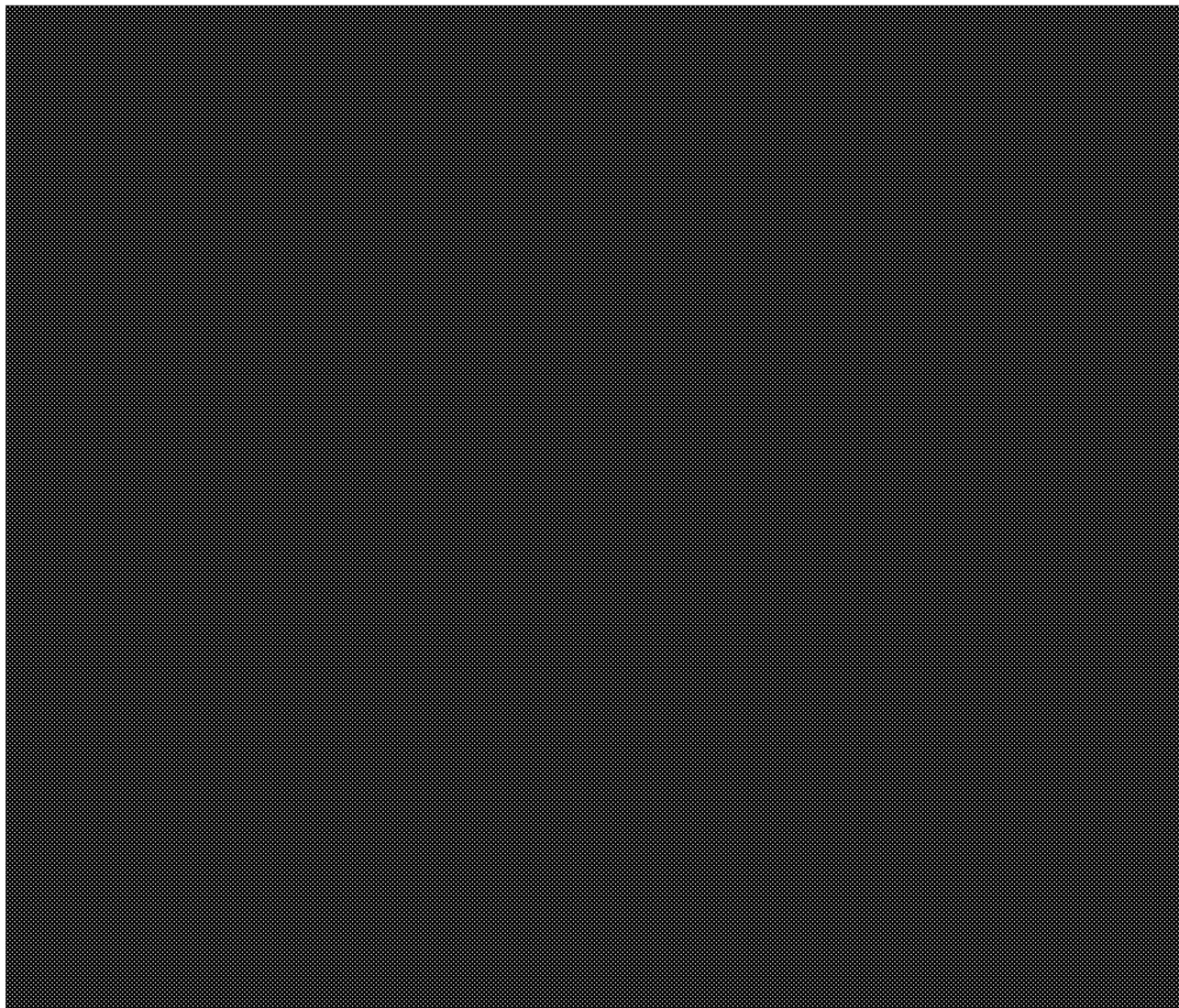


5.11 Intellectual Property.

(a) Schedule 5.11(a) (Proprietary Rights Schedule) attached hereto contains a complete and accurate list of all registered or issued Proprietary Rights owned by the Company or any of its Subsidiaries, all applications for the registration or issuance of other Proprietary Rights filed by or in the name of the Company or any of its Subsidiaries, and all material inventions or inventions for which an invention disclosure has been prepared, in each case developed by the Company or any of its Subsidiaries, or developed for the Company or any of its Subsidiaries by any of its or their employees, consultants, or agents. Schedule 5.11(a) (Proprietary Rights Schedule) also contains a complete and accurate list of all (i) unregistered trade names, trademarks, service marks, and material copyrights owned by the Company or any of its Subsidiaries; (ii) Customer Software (by name and version); (iii) Third Party Components, each as identified by the license or other agreement by which the Company or any of its Subsidiaries has been granted rights thereto, the Customer Software associated therewith; and (iv) Licensed Software used internally by the Company or any of its Subsidiaries. The Company has delivered to Purchaser correct and complete copies of all documents of the type referenced in Section 5.10(a)(xi).

(b) Except as set forth on Schedule 5.11(b) (Title to Proprietary Rights Schedule), (i) the Company or one of its Subsidiaries owns and possesses, free and clear of all Liens (except Permitted Liens), all right, title, and interest in and to the Proprietary Rights set forth on Schedule 5.11(a) (Proprietary Rights Schedule) (other than with respect to Third Party Components and Licensed Software), and owns and possesses all right, title, and interest in and to, free and clear of all Liens (except Permitted Liens), or has the right to use pursuant to a valid and enforceable license set forth on Schedule 5.10(a)(xii) (Contracts Schedule), all other Proprietary Rights used in the operation of the Company's and its Subsidiaries' businesses (collectively, the "Company Proprietary Rights"); (ii) the Company and its Subsidiaries have

taken commercially reasonable steps to maintain, preserve and protect their rights in the Proprietary Rights owned by the Company or any of its Subsidiaries; (iii) all of the Proprietary Rights owned by the Company and its Subsidiaries are valid and enforceable, and there are no Claims or Proceedings pending or, to the knowledge of the Company, threatened against the Company or any of its Subsidiaries contesting the ownership, use, validity or enforceability of such Company Proprietary Rights; (iv) there are no Claims or Proceedings pending or, to the knowledge of the Company, threatened (including any written licensing requests or other demands or notices) against the Company or any of its Subsidiaries from any third party alleging interference, infringement or misappropriation with respect to any Proprietary Rights owned by any third party; (v) to the knowledge of the Company, neither the Company nor any of its Subsidiaries has interfered with, infringed upon, or misappropriated any Proprietary Rights of any third parties and the operations of the businesses of the Company and its Subsidiaries do not interfere with, infringe upon, or misappropriate any such Proprietary Rights; and (vi) to the knowledge of the Company, no third party has interfered with, infringed upon, or misappropriated any Proprietary Rights owned by the Company or any of its Subsidiaries and no Claims or Proceedings with respect to such Proprietary Rights have been brought or threatened against any third party by the Company or any of its Subsidiaries.

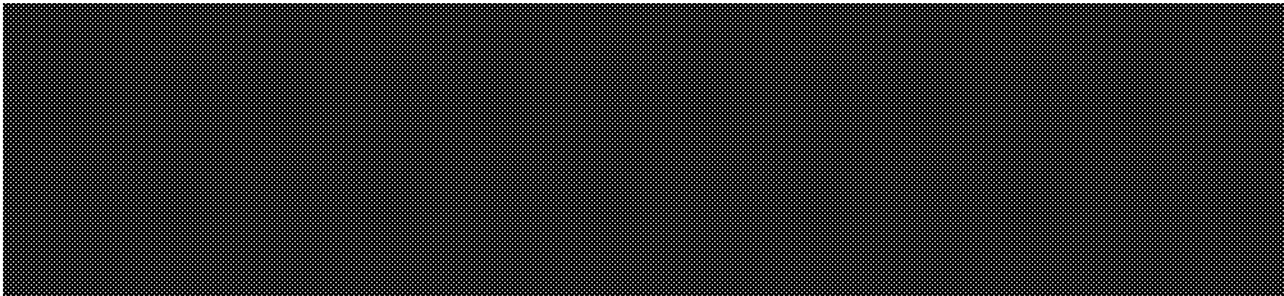




ARTICLE XII

DEFINITIONS

12.01 Definitions. For purposes hereof, the following terms when used herein shall have the respective meanings set forth below:

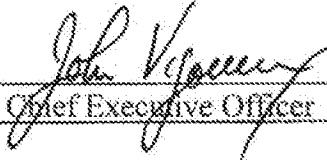


"Proprietary Rights" means any and all of the following in any jurisdiction throughout the world (i) patents, patent applications, patent disclosures, as well as any reissues, continuations, continuations-in-part, divisions, extensions or reexaminations thereof, (ii) trademarks, service marks, trade dress, trade names, logos, and corporate names and registrations and applications for registration thereof, together with all of the goodwill associated therewith, (iii) Internet domain names, (iv) copyrights (registered or unregistered) and copyrightable works and registrations and applications for registration thereof, (v) mask works and registrations and applications for registration thereof, (vi) Software, data, databases, and documentation thereof, (vii) trade secrets and other confidential information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, if any, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans, and customer and supplier lists and information), and (viii) other intellectual property rights, including, without limitation, all income, royalties, damages, equitable relief and payments due or payable prior to or at the Closing or thereafter related to the foregoing (including losses, equitable relief and payments for past, present or future infringements or misappropriations thereof, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured through the world).



IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger and Reorganization on the day and year first above written.

Company: M86 SECURITY, INC.

By: 
Its: Chief Executive Officer

Purchaser: TRUSTWAVE HOLDINGS, INC.

By: _____
Its: _____

Merger Sub: M86 ACQUISITION CORP.

By: _____
Its: _____

[Signature page to Agreement and Plan of Merger and Reorganization]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger and Reorganization on the day and year first above written.

Company: M86 SECURITY, INC.

By: _____
Its: _____

Purchaser: TRUSTWAVE HOLDINGS, INC.

By: Mark Smith
Its: CFO

Merger Sub: M86 ACQUISITION CORP.

By: Mark Smith
Its: CFO

[Signature page to Agreement and Plan of Merger and Reorganization]

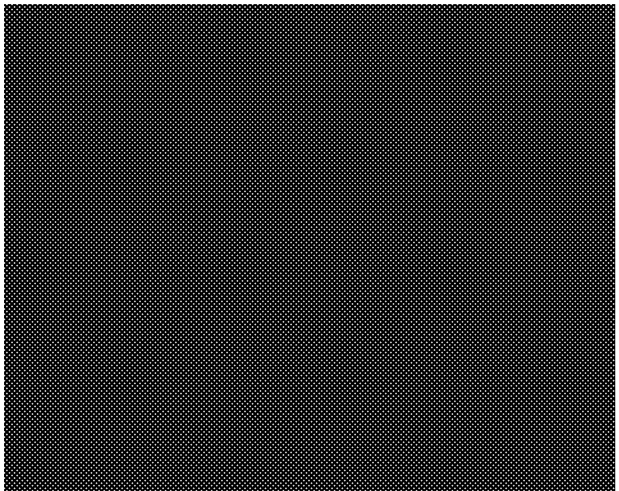
MARSHAL HOLDINGS LIMITED

By: _____

Name: _____

Title: _____

Address: 110 St. Martins Lane
London, WC2N 4BA



[Signature page to Agreement and Plan of Merger and Reorganization]

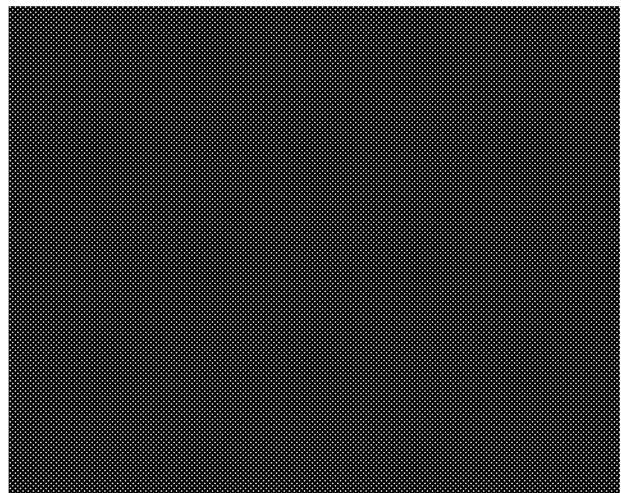
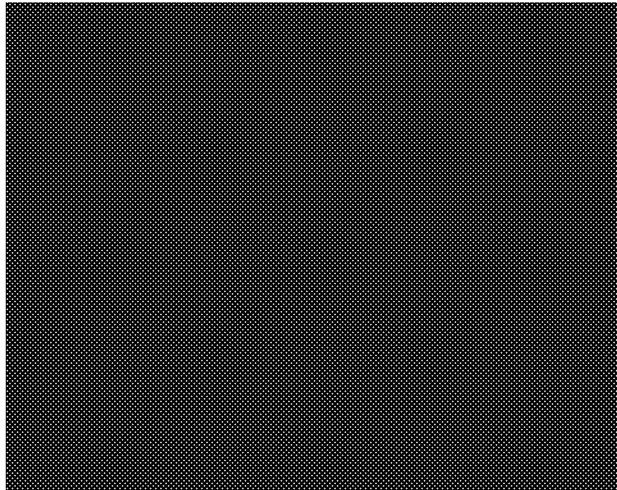
MARSHAL HOLDINGS LIMITED

By: PR Weston

Name: PHILIP R WESTON

Title: DIRECTOR

Address: 110 St. Martins Lane
London, WC2N 4BA

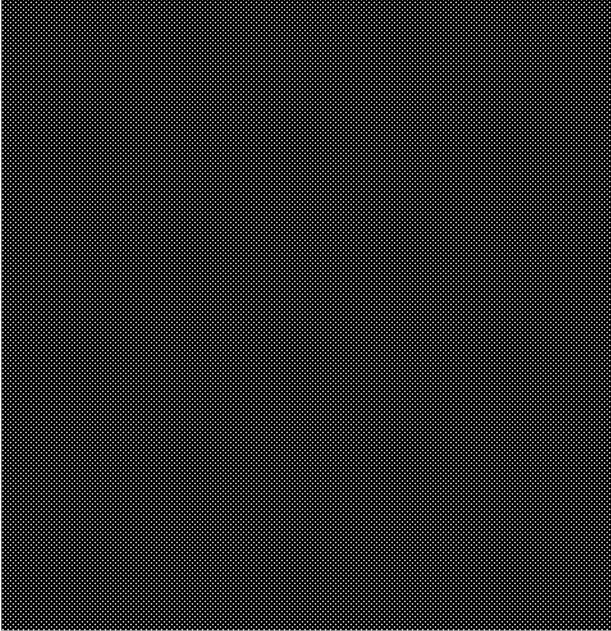


[Signature page to Agreement and Plan of Merger and Reorganization]



[Signature page to Agreement and Plan of Merger and Reorganization]

Representative:



[Signature page to Agreement and Plan of Merger and Reorganization]

Seller Parties:

8E6 CORP.

By: _____

Name: _____

Title: _____

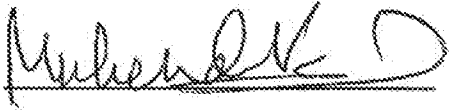
Address: 8845 Irvine Center Drive
Irvine, CA 92618



[Signature page to Agreement and Plan of Merger and Reorganization]

Seller Parties:

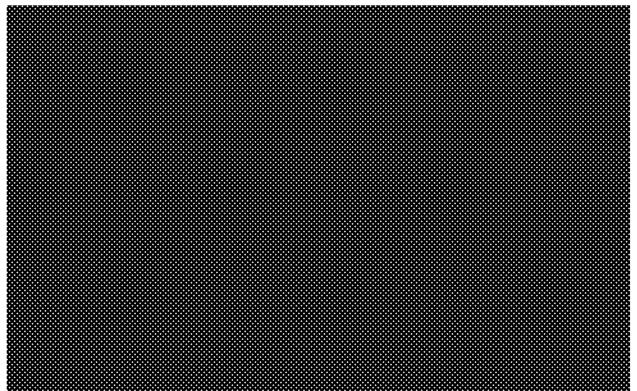
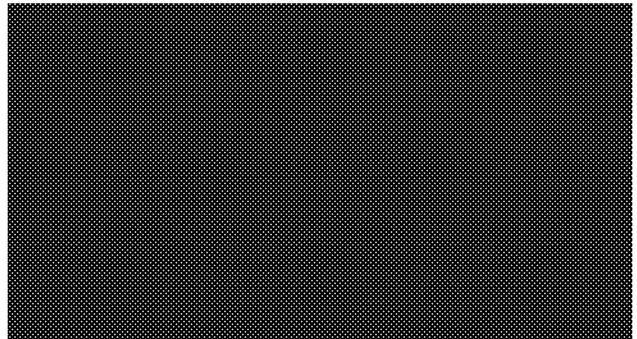
8E6 CORP.

By: 

Name: _____

Title: _____

Address: 8845 Irvine Center Drive
Irvine, CA 92618



[Signature page to Agreement and Plan of Merger and Reorganization]

CERTIFICATE OF MERGER

OF

**M86 Acquisition Corp.
(a Delaware corporation)**

WITH AND INTO

**M86 Security, Inc.
(a Delaware corporation)**

*In accordance with the provisions of §251 of the
General Corporation Law of the State of Delaware*

M86 Security, Inc., a corporation duly incorporated and existing under and by virtue of the laws of the State of Delaware (the "Corporation"), desiring to merge M86 Acquisition Corp. with and into the Corporation, pursuant to the provisions of Section 251 of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY as follows:

FIRST: The name and state of incorporation of each constituent corporation of the merger (the "Merger") are as follows: (i) M86 Security, Inc., a Delaware corporation and (ii) M86 Acquisition Corp., a Delaware corporation.

SECOND: An Agreement and Plan of Merger and Reorganization (the "Merger Agreement") has been approved, adopted, certified, executed and acknowledged by each constituent corporation, in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the Merger is M86 Security Corp. (the "Surviving Corporation"). The Certificate of Incorporation of the Surviving Corporation as in effect at the effective time of the Merger shall be amended and restated in its entirety to read as set forth on Exhibit A attached hereto and made a part hereof.

FOURTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation, at 70 W. Madison St., Chicago, Illinois 60602, and a copy of the Merger Agreement will be furnished by the Surviving Corporation, upon request and without cost, to any stockholder of any constituent corporation.

FIFTH: The Merger and this Certificate of Merger shall become effective immediately upon filing of this Certificate of Merger with the Secretary of State of Delaware.

* * * * *

IN WITNESS WHEREOF, the undersigned, for the purpose of effectuating the Merger of the constituent corporations, pursuant to the General Corporation Law of the State of Delaware, under penalties of perjury does hereby declare and certify that this is the act and deed of the Corporation and the facts stated herein are true, and accordingly has hereunto signed this Certificate of Merger this 16th day of March, 2012.

M86 SECURITY, INC.
a Delaware corporation

By: /s/ John Vigouroux
Name: John Vigouroux

Title: Chief Executive Officer