

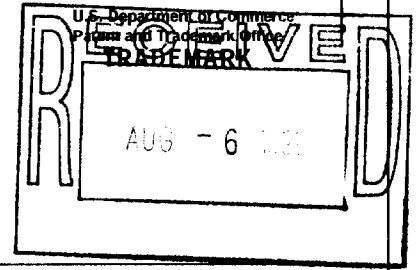
MRD
8-6-99

08-09-1999



RECC

101113427
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year
07 21 1999

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
07 21 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

08/09/1999 NTHA11 00000058 1464330

FOR OFFICE USE ONLY

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40.00 OP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1464330"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Louis P. Svendsen

8-2-99

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") made as of the 21st day of July, 1999 by and between Vasco Data Security International, Inc., a Delaware corporation, as successor in interest to Vasco Corporation ("ASSIGNOR") and Chicago-Soft, Ltd., an Illinois corporation ("ASSIGNEE");

WITNESSETH:

WHEREAS, ASSIGNOR is the owner of the Federally Registered Trademark "QuickRef", Serial Number 73/598,446 and any and all goodwill associated therewith ("the Mark"); and

WHEREAS, ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its right, title, and interest in and to the Mark in the United States of America (the "U.S. Mark").

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

Section 1

ASSIGNMENT

1.1 Subject to the provisions of Section 1.2, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S right, title, and interest in and to the U.S. Mark, together with (1) the goodwill to the U.S. Mark (2) all income, royalties, and damages hereafter due or payable

to ASSIGNOR with respect to the U.S. Mark, including without limitation, damages, and payments for past or future infringements and misappropriations of the U.S. Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the U.S. Mark.

1.2 Nothing in this Agreement shall be construed to vest in ASSIGNEE any right, title, or interest in the Mark or in any registrations of the Marks outside the United States of America.

1.3 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, and designs associated with the U.S. Mark.

Section 2

FURTHER ASSURANCES

ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be reasonably necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the U.S. Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

ASSIGNOR:

Vasco Data Security International, Inc.
As successor to Vasco Corporation

By: 

Name: Greg Apple

Title: VP Finance & Admin.

ASSIGNEE:

Chicago-Soft, Ltd.

By: 

Louis P. Svendsen

Title: General Counsel