

03-26-2001

FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patent

101648004

iginal documents or copy thereof.

1. Name of conveying party(ies):
Kroll-O'Gara Information Security Group, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporate - State: **Ohio**

2. Name and address of receiving party(ies):
Name: Securify International, Inc.
Internal Address:
Street Address: 3600 West Bayshore Road
City: Palo Alto

Additional name(s) of conveying party(ies) attached? Yes No

State: California **Zip: 94303**

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporate - State: **Delaware**
 Other

Execution Date: **June 14, 2000**

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): **8**

A. Trademark Application Nos.:

- 1. **75/615798**
- 2. **75/615797**

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Eliane Setton, Esq.
Internal Address: GRAY CARY WARE & FREIDENRICH
400 Hamilton Avenue
Palo Alto, CA 94301-1823

6. Total number of applications and registrations involved: **8**

7. Total fee (37 CFR 3.41) \$ **65.00**

Enclosed
 Authorized to be charged to deposit account



03-05-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #75

8. Deposit account number: **07-1907**. Please debit any underpayment or credit any overpayment to the above deposit account.

GRAY CARY WARE & FREIDENRICH

(Attach duplicate of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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

Name of Person Signing: **Eliane Setton, Esq.**

Signature:

Date: **March 5, 2001**

Total number of pages comprising cover sheet: **[8]**

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

03/23/2001 DBYRNE 00000107 071907 75615798
01 FC:481 40.00 CH
02 FC:482 25.00 CH

Gray Cary\PA\10129557.1
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TRADEMARK
REEL: 002257 FRAME: 0188

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Merger Agreement") is entered into on June 14, 2000, by and between Kroll-O'Gara Information Security Group, Inc., a corporation ("Kroll-O'Gara"), and Securify International, Inc., a Delaware corporation ("Securify").

WITNESSETH:

WHEREAS, Securify is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, Kroll-O'Gara is a corporation duly organized and existing under the laws of the State of California;

WHEREAS, on the date of this Merger Agreement, Securify has authority to issue one hundred (100) shares of Common Stock, all of which are shares without par value (the "Securify Common Stock"), of which one hundred (100) shares are issued and outstanding and owned by The Kroll-O'Gara Company, an Ohio corporation (the "Parent");

WHEREAS, on the date of this Merger Agreement, Kroll-O'Gara has authority to issue one hundred (100) shares of Common Stock (the "Kroll-O'Gara Common Stock"), of which one hundred (100) shares are issued and outstanding;

WHEREAS, the respective Boards of Directors for Securify and Kroll-O'Gara have determined that, for the purpose of effecting the reincorporation of Kroll-O'Gara in the State of Delaware, it is advisable and to the advantage of said two corporations and their shareholders, respectively, that Kroll-O'Gara merge with and into Securify upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of Securify and Kroll-O'Gara, the sole stockholder of Kroll-O'Gara, and the sole stockholder of Securify have adopted and approved this Merger Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Kroll-O'Gara and Securify hereby agree to merge as follows:

1. Merger. Kroll-O'Gara shall be merged with and into Securify, and Securify shall be the surviving corporation ("Merger"), effective upon the date when this Merger Agreement is made in accordance with applicable law (the "Effective Date").

2. Governing Documents.

a. Certificate of Incorporation. At the Effective Date, the Amended and Restated Certificate of Incorporation of Securify, attached hereto as Exhibit A (the "Certificate of Incorporation") shall continue to be the Certificate of Incorporation of Securify as the

surviving corporation, unless and until thereafter changed or amended in accordance with the provisions thereof and applicable laws.

b. Bylaws. The Bylaws of Securify, in effect on the Effective Date, shall continue to be the Bylaws of Securify as the surviving corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws.

3. Directors and Officers. The directors and officers of Kroll-O'Gara shall become the directors and officers of Securify upon the Effective Date and any committee of the Board of Directors of Kroll-O'Gara shall become the members of such committees for Securify.

4. Succession. On the Effective Date, Securify shall succeed to Kroll-O'Gara in the manner of and as more fully set forth in Section 259 of the General Corporation Law of the State of Delaware.

5. Further Assurances. From time to time, as and when required by Securify or by its successors and assigns, there shall be executed and delivered on behalf of Kroll-O'Gara such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in Securify the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of Kroll-O'Gara, and otherwise to carry out the purposes of this Merger Agreement and the officers and directors of Securify are fully authorized in the name and on behalf of Kroll-O'Gara or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

6. Stock of Kroll-O'Gara.

a. Common Stock. Upon the Effective Date, by virtue of the Merger and without any action on the part of the holder thereof, each one (1) share of Kroll-O'Gara Common Stock outstanding immediately prior thereto shall be changed and converted into 188,839 fully paid and nonassessable shares of Securify Common Stock.

b. Fractional Shares. No fractional shares which a Securify stockholder would otherwise be entitled to receive by reason of the exchange of Kroll-O'Gara stock for Securify stock shall be issued.

7. Stock Certificates. On and after the Effective Date, all of the outstanding certificates which prior to that time represented shares of Kroll-O'Gara stock shall be deemed for all purposes to evidence ownership of and to represent the shares of Securify stock into which the shares of Kroll-O'Gara stock represented by such certificates have been converted as herein provided. The registered owner on the books and records of Securify or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to Securify or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of Securify stock evidenced by such outstanding certificate as above provided.

8. Outstanding Common Stock of Securify. Forthwith upon the Effective Date, the hundred (100) shares of Securify Common Stock presently issued and outstanding in the name of Kroll-O'Gara shall be canceled and retired and resume the status of authorized and unissued shares of Securify Common Stock, and no shares of Securify Common Stock or other securities of Securify shall be issued in respect thereof.

9. Covenants of Securify. Securify covenants and agrees that it will, on or before the Effective Date:

a. Qualify to do business as a foreign corporation in the State of California, and in all other states in which Kroll-O'Gara is so qualified and in which the failure so to qualify would have a material adverse impact on the business or financial condition of Securify. In connection therewith, Securify shall irrevocably appoint an agent for service of process as required under the provisions of (Section 2105 of the California Corporations Code) and under applicable provisions of state law in other states in which qualification is required hereunder.

b. File any and all documents with the California Franchise Tax Board necessary to the assumption by Securify of all of the franchise tax liabilities of Kroll-O'Gara.

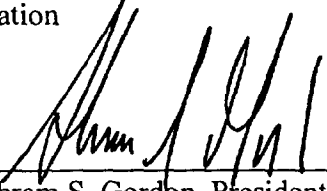
10. Amendment. At any time before or after approval and adoption by the sole shareholder of Kroll-O'Gara, this Merger Agreement may be amended in any manner as may be determined in the judgment of the respective Boards of Directors of Securify and Kroll-O'Gara to be necessary, desirable or expedient in order to clarify the intention of the parties hereto or to protect or facilitate the purposes and intent of this Merger Agreement.

11. Abandonment. At any time before the Effective Date, this Merger Agreement may be terminated and the Merger may be abandoned by the Board of Directors of either Kroll-O'Gara or Securify or both, notwithstanding approval of this Merger Agreement by the shareholders of Securify and the sole shareholder of Kroll-O'Gara.

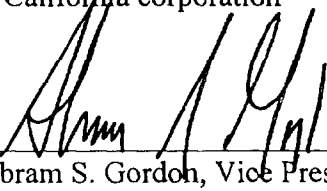
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IN WITNESS WHEREOF, this Merger Agreement, having first been duly approved by
action of the Board of Directors of Kroll-O'Gara and Securify, is hereby executed on behalf
of each of said two corporations by their respective officers thereunto duly authorized.

Securify International, Inc., a Delaware
corporation

By: 
Abram S. Gordon, President

Kroll-O'Gara Information Security Group,
Inc., a California corporation

By: 
Abram S. Gordon, Vice President

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3.11 Intellectual Property.

(a) The following is a list of patents, patent applications, trademark and service mark applications, copyright registrations and licenses of third party software presently used by the Corporation:

<u>Mark</u>	<u>Classes</u>	<u>Status</u>	<u>App. #</u>
SECURIFY	42	Pending Application	76/085060
PACKET STORM	42	Office Action	75/773856
PACKET STORM	9	Office Action	75/773855
SECURIFY	42	Notice of Allowance	75/615798
SECURITY CHAIN MANAGEMENT	42	Pending Application	76/085062
VERIGUARD	9	Notice of Allowance	75/476877
YOUR KEY TO INFORMATION SECURITY	42	Notice of Allowance	75/615797

Patents

The following is a list of pending or granted patent applications filed with the United States Patent and Trademark Office:

1) Patent Utility Application entitle: A Declarative Language for Specifying a Security Policy. Attorney Docket No. KROL0003. January 7, 2000.
Inventors: Luis Filipe Pereira Valente, Geoffrey Howard Cooper, Robert Allen Shaw, and Kieran Gerard Sherlock.

2) Provisional patent application entitled: "Securify Policy Manager System."
Filed by Geoffrey Cooper.

Licenses

The Corporation has entered into a Service Provider Agreement with Qualys, Inc., dated July 28, 2000, whereby the Corporation will integrate or bundle Qualys web-based security auditing service with its own service offerings. While the Corporation may use certain Qualys technology to integrate Qualys' offerings with those of the Corporation, the Corporation believes the Service Provider Agreement to be principally re-seller arrangement.

(b) As of the close of the Series A Preferred Stock financing, all key employees of the Corporation have signed an Employee Inventions and Proprietary Rights Assignment Agreement. See Section 3.17 below for a list of key employees who have signed said agreement.

3.12 Insurance. The Parent has maintained all such insurance for the Corporation. From and after Closing, the Corporation will be responsible for obtaining all such insurance and has obtained such insurance.

EXHIBIT C

SECURIFY, INC.

**Series A Preferred Stock Purchase Agreement
October 17, 2000**

Securify Disclosure Schedule

This Disclosure Schedule is delivered pursuant to Section 3 of the Series A Preferred Stock Purchase Agreement, dated October 17, 2000 (the "Agreement"). A disclosure made in this Schedule under one section of the Agreement shall be deemed to refer to that section and other applicable sections of the Agreement where such disclosure would be obvious in the context of the disclosure herein, provided that the Corporation provides such disclosure that a reasonable person in the Purchasers' position would view the disclosure as an exception to the representations set forth in such other sections. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

3.1 **Organization and Standing.** Subsequent to the Corporation's recent incorporation in Delaware, the Corporation is pursuing qualification to do business in the following states: New York, Massachusetts and Pennsylvania. The Corporation has a reasonable basis to anticipate delays in the issuance of qualifications in the foregoing states.

The Corporation's financial statements do not contain allocations of certain Parent expenses and the provision for taxes are not recognized on the interim financial statements. While cash has been transferred from the Corporation to the Parent and from the Parent to the Corporation, the accounting for cash and other assets has been separately maintained and segregated.

3.2 **Capitalization.** The Company issued a warrant (the "Warrant") to Gray Ware & Freidenrich LLP ("Gray Cary") to purchase 133,925 shares of the Corporation's Common Stock. See Section 3.4 below for options to purchase shares of the Corporation's Class A Common Stock that will be outstanding at the close of the financing.

3.3 **Subsidiaries, Etc.** The Corporation has established a wholly-owned subsidiary in the United Kingdom with the name Securify Limited (the "Subsidiary"). The Articles of Association and the Certificate of Incorporation of the Subsidiary were registered with the Registrar of Companies on March 10, 2000. The Subsidiary has never had an employee or engaged in any business operations.

3.4 **Stockholder List and Agreements.** Effective immediately prior to, and at the close of, the Series A Preferred Stock financing, 7,500,000 shares of the Corporation's Class B Common Stock will be owned by Kroll Associates, Inc., a Delaware corporation, and 11,250,000 of the Corporation's Class A Common Stock will be owned by O'Gara-Hess & Eisenhardt Armoring Company, a Delaware corporation, as reflected in the following:

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