

11-28-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101902292

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Internet Dynamics, Inc., a wholly owned subsidiary of RedCreek Communications, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other

2. Name and address of receiving party(ies) Name: SonicWALL, Inc. Internal Address: Gregory K. Miller

Street Address: 1160 Bordeaux Drive City: Sunnyvale State: CA Zip: 94089

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

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

[] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State California [] Other

Execution Date: October 25, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 75309893; 75310311; 75284417

Additional number(s) attached [] Yes [X] No

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

6. Total number of applications and registrations involved: 3

Internal Address: Gregory K. Miller

7. Total fee (37 CFR 3.41) \$ 90.00

[X] Enclosed [] Authorized to be charged to deposit account

Street Address: 1160 Bordeaux Drive

8. Deposit account number:

City: Sunnyvale State: CA Zip: 94089

(Attach duplicate copy 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.

Christopher G. Visgilio Name of Person Signing

Signature

11/21/01 Date

Total number of pages including cover sheet, attachments, and document: 9

11/27/2001 LNUELLER 00000168 75309893

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482 40.00 OP 50.00 OP

TRADEMARK REEL: 002399 FRAME: 0988

TRADEMARK/SERVICE MARK ASSIGNMENT

THIS AGREEMENT made the 25th day of October, 2001 by and between **SonicWALL, Inc.**, a California corporation ("SonicWALL") and **REDLEAF GROUP, INC.**, a Delaware corporation ("REDLEAF"), and **REDCREEK COMMUNICATIONS, INC.** a California corporation ("REDCREEK").

WHEREAS, REDLEAF and REDCREEK have executed an asset purchase agreement on May 24, 2001 in which REDLEAF agreed to extend certain bridge financing to REDCREEK in exchange for REDLEAF acquiring all of the property assets related to and comprising a work of authorship in the nature of policy modified software and works of authorship in the nature of policy management software based on the policy modified software (hereinafter collectively referred to as "Conclave");

WHEREAS, REDLEAF and REDCREEK have executed a trademark/service mark assignment on May 24, 2001 in which REDLEAF acquired all right, title and interest in and to all marks related to the Conclave product line, including but not limited to CONCLAVE;

WHEREAS, REDCREEK was subsequently engaged in, among other things, the design, manufacture and sale of network security products and integrated hardware and software virtual private network (VPN) packages and all variations, translations or combinations thereof (the "Business");

WHEREAS, SonicWALL, REDLEAF and REDCREEK executed an asset purchase agreement on October 17, 2001 in which SonicWALL purchased from REDCREEK all of the assets, properties, rights and claims of, or related to, the Business;

WHEREAS, to induce SonicWALL to enter into the asset purchase agreement (executed on October 17, 2001), REDLEAF agreed to execute, deliver and perform certain obligations, including the obligation to execute agreement(s) reasonably acceptable to SonicWALL, REDLEAF and REDCREEK providing for joint ownership by SonicWALL and REDLEAF of the intellectual properties related to and comprising Conclave;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows.

REDLEAF does hereby sell, assign and convey unto SonicWALL a ½ interest (such that SonicWALL and REDLEAF will be joint owners) in and to all worldwide right, title and interest in and to the marks, and any and all registrations and applications for registrations, listed on Schedule A, and any and all goodwill associated therewith, including the right to sue for past infringements. Such joint ownership will be royalty-free, unrestricted as to use, and without the need for any accounting between the parties. Any use of the marks by either party shall inure to the benefit of both parties. Notwithstanding joint ownership, REDLEAF will be solely responsible for monitoring the nature and quality of the goods/services to which the marks subject to this agreement are applied. The parties agree to promptly notify one another should either party sub-license use of the marks subject to this agreement to a third party. Neither REDLEAF nor SonicWALL may bring an action for infringement against a third-party without prior written consent from the other party. The parties hereto are independent and neither REDLEAF nor SonicWALL shall represent itself as the agent or legal representative of the other for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever. Understanding that the

parties are independent, neither party shall be liable to third parties for actions arising out of a relationship between such third party and the other party relating to Conclave.

REDLEAF further covenants that SonicWALL will, upon its request, be provided promptly with all pertinent facts and documents relating to the marks, and any and all registrations and applications for registrations, and legal equivalents as may be known and accessible to REDLEAF and will testify as to the same in any litigation or proceeding related thereto and will promptly execute and deliver to SonicWALL or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said marks, registrations and applications which may be necessary or desirable to carry out the purposes thereof.

REDLEAF shall promptly provide to SonicWALL original copies of all documents reasonably within REDLEAF's possession and control relating to the marks.

IN WITNESS WHEREOF, this Assignment shall be effective as of the date set forth above.

SonicWALL, Inc.

BY: Gregory Miller

NAME: Gregory Miller

TITLE: Senior Vice President

Redleaf Group, Inc.

BY: _____

NAME: _____

TITLE: _____

RedCreek Communications, Inc.

BY: _____

NAME: _____

TITLE: _____

parties are independent, neither party shall be liable to third parties for actions arising out of a relationship between such third party and the other party relating to Conclave.

REDLEAF further covenants that SonicWALL will, upon its request, be provided promptly with all pertinent facts and documents relating to the marks, and any and all registrations and applications for registrations, and legal equivalents as may be known and accessible to REDLEAF and will testify as to the same in any litigation or proceeding related thereto and will promptly execute and deliver to SonicWALL or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said marks, registrations and applications which may be necessary or desirable to carry out the purposes thereof.

REDLEAF shall promptly provide to SonicWALL original copies of all documents reasonably within REDLEAF's possession and control relating to the marks.

IN WITNESS WHEREOF, this Assignment shall be effective as of the date set forth above.

SonicWALL, Inc.

BY: _____

NAME: _____

TITLE: _____

Redleaf Group, Inc.

BY: M. J. TOMANA

NAME: M. J. TOMANA

TITLE: Vice President

RedCreek Communications, Inc.

BY: _____

NAME: _____

TITLE: _____

parties are independent, neither party shall be liable to third parties for actions arising out of a relationship between such third party and the other party relating to Conclave.

REDLEAF further covenants that SonicWALL will, upon its request, be provided promptly with all pertinent facts and documents relating to the marks, and any and all registrations and applications for registrations, and legal equivalents as may be known and accessible to REDLEAF and will testify as to the same in any litigation or proceeding related thereto and will promptly execute and deliver to SonicWALL or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said marks, registrations and applications which may be necessary or desirable to carry out the purposes thereof.

REDLEAF shall promptly provide to SonicWALL original copies of all documents reasonably within REDLEAF's possession and control relating to the marks.

IN WITNESS WHEREOF, this Assignment shall be effective as of the date set forth above.

SonicWALL, Inc.

BY: _____

NAME: _____

TITLE: _____

Redleaf Group, Inc.

BY: _____

NAME: _____

TITLE: _____

RedCreek Communications, Inc.

BY: Susan K Verner

NAME: Susan K Verner

TITLE: CFO

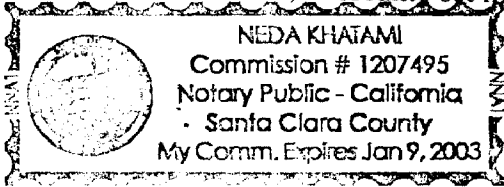
STATE OF CALIFORNIA

COUNTY OF Santa Clara

SS:

On this 25th day of October, 2001, before me, a notary public, the undersigned officer, personally appeared Gregory Miller, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Neda Khatami
Notary Public

COMMONWELATH OF PENNSYLVANIA

COUNTY OF _____

SS:

On this _____ day of _____, 2001, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

STATE OF CALIFORNIA

COUNTY OF _____

SS:

On this _____ day of _____, 2001, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

STATE OF CALIFORNIA

:
:
:

SS:

COUNTY OF _____

On this _____ day of _____, 2001, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

COMMONWELATH OF PENNSYLVANIA

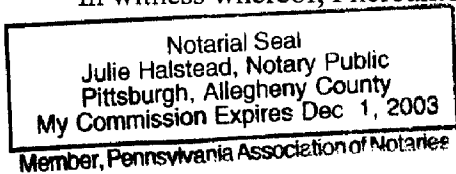
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SS:

COUNTY OF Allegheny

On this 25th day of October, 2001, before me, a notary public, the undersigned officer, personally appeared Michael J. Emma known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



Julie M. Halstead
Notary Public

STATE OF CALIFORNIA

:
:
:

SS:

COUNTY OF _____

On this _____ day of _____, 2001, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

STATE OF CALIFORNIA

SS:

COUNTY OF _____

On this _____ day of _____, 2001, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

COMMONWELATH OF PENNSYLVANIA

SS:

COUNTY OF _____

On this _____ day of _____, 2001, before me, a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

STATE OF ~~CALIFORNIA~~ Florida

SS:

COUNTY OF Hillsborough

On this 29 day of October, 2001, before me, a notary public, the undersigned officer, personally appeared Susan Verner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledges that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Dale Graham
Notary Public

