

03-26-2003



102400849

To the Honorable Commissioner of Patents and T

uments or copy thereof.

of receiving party(ies)

1. Name of conveying party(ies):

PILOT NETWORK SERVICES, INC.

Name:

EQUIINET LIMITED

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State: California
- Other

Internal Address: Edison House
 Street Address: Edison Road
 City: Dorcan State: Swindon SN3 5JX

Additional name(s) of conveying parties attached? Yes No

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation - United Kingdom

Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional names and addresses attached? Yes No

3. Nature of conveyance:

11-4-02

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

Execution Date: May, 2002

Assignor: May 13, 2002
Assignee: September 11, 2002

4. Application Number(s) or Registration Number(s).

A. Trademark Application No(s): 76/162,613; 75/821,052; 75/820,834; 75/820,888; 75/708,622; 75/820,968; 75/820,969

B. Trademark Registration No(s): 2,302,435; 2,306,791; 2,310,178

Additional numbers attached? Yes No

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

Name: Marc M. Gorelnik
TOWNSEND AND TOWNSEND AND CREW LLP
Two Embarcadero Center, 8th Floor
San Francisco, California 94111-3834
Tel. No.: (415) 576-0200

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): \$225.00

- Enclosed
- Charge Fees to Deposit Account
- Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit account number: 20-1430

(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 is true and correct and any attached copy is a true copy of the original document.

Marc M. Gorelnik
Name of Person Signing

October 29, 2002
Date

Total number of pages including cover sheet, attachments and document: 6

10. Change Correspondence Address to that of Part 5? Yes No

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover to:

11/12/2002 6TOM11 00000106 201430 76162613

01 FC:8521 40.00 CH
02 FC:8522 225.00 CH

Commissioner for Trademarks
Box: Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into this ____ day of May, 2002, by and between Pilot Network Services, Inc., a California corporation (Assignor) and Equinet Limited, a United Kingdom corporation ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee all rights, title and interest in its trademark registrations and applications shown in the table below, including the business and goodwill pertaining thereto:

TRADEMARK	APPLN./REG. NO.	COUNTRY
CORPORATE PARTNER PRIVACY	2,302,435	US
PILOT	2,306,791	US
PILOT	39,733,525	DE
PILOT	573,931	EM
PILOT	97,687,659	FR
PILOT	2,139,226	GB
PILOT & Design	2,310,178	US
PILOT CYBER BAROMETER	76/162,613	US
PILOT FLIGHT DECK	75/821,052	US
PILOT FLIGHT LOG	75/820,834	US
PILOT HEURISTIC DEFENSE INFRASTRUCTURE	75/820,888	US
PILOT SECURE ROAD WARRIOR	75/708,622	US
PILOT SECURITY POWER PLANT	75/820,968	US
PILOT SECURITY UTILITY	75/820,969	US

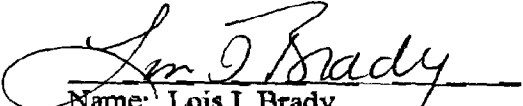
WHEREAS, United States Bankruptcy Judge Randall J. Newsome has approved the transfer of such rights from Assignor to Assignee,

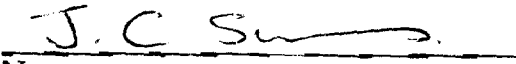
NOW, THEREFORE, for the good and valuable consideration of Ten Thousand dollars (\$10,000.00), the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee its common law and statutory trademark rights in the registrations and applications listed above, the business and goodwill pertaining thereto, and the right to sue third-parties for past violations of any rights pertaining to the marks.

IN WITNESS WHEREOF, each of the undersigned represents and warrants he or she is duly authorized to sign this Assignment on behalf of the party that he or she represents.

ASSIGNOR:
PILOT NETWORK SERVICES, INC.

ASSIGNEE:
EQUINET LIMITED
a United Kingdom Corporation


Name: Lois I. Brady
Title: Bankruptcy Trustee
SF 1344517 v1


Name: J.C. Summers
Title: TECHNICAL DIRECTOR

May 13, 2002

September 11, 2002

EQUIINET LIMITED

Dated: 11th September, 2002

By: J. C. Summers

Name: J. C. SUMMERS.
Title: TECHNICAL DIRECTOR

SF 1344546 v1

1 REIDUN STRØMSHEIM # 104938
 2 PAUL BEADLESTON #195365
 3 STROMSHEIM & ASSOCIATES
 4 353 Sacramento Street, Suite 860
 5 San Francisco, California 94111
 6 Telephone: (415) 989-4100
 7 Fax: (415) 989-2235

ORIGINAL FILED
 FEB 06 2002
 BANKRUPTCY COURT
 OAKLAND, CALIFORNIA

8 Attorneys for Trustee,
 9 LOIS I. BRADY

10 UNITED STATES BANKRUPTCY COURT
 11 NORTHERN DISTRICT OF CALIFORNIA

12 In re:
 13 PILOT NETWORK SERVICES, INC.
 14 aka Orpheus Network Services,
 15 dba Delaware Pilot Network
 16 Services, Inc.
 17 Tax I.D. # 94-3305774
 18 Debtor

19 Case No. 01-4-2480 ND
 20 Chapter 7

21 **DEFAULT ORDER APPROVING SALE OF PROPERTY**
 22 **OF "PILOT" TRADEMARKS**

23 The Application of Lois I. Brady ("Trustee"), trustee of the
 24 above referenced bankruptcy estate, praying for an order by
 25 default approving the sale of all of the debtor's "PILOT"
 26 trademarks "as is" to Equinet Limited, for the amount of
 27 \$10,000.00, all cash, having been presented to this Court, due
 28 notice thereof having been given as required by law, and no
 objection thereto having been filed, and good cause appearing
 therefor,

IT IS HEREBY ORDERED that the application is granted and sale
 of sale of all of the "PILOT" trademarks "as is" to Equinet

1 Limited, for the amount of \$10,000.00, all cash, is authorized and
2 confirmed.

3 DATED: _____

RANDALL J. NEWSOME

RANDALL J. NEWSOME, JUDGE
UNITED STATES BANKRUPTCY JUDGE

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28