

ASSIGNMENT OF TRADEMARKS

WHEREAS, FUZION SECURITY, INC., a Colorado corporation, having an address of 780 South Gaylord Street, Denver, CO 80241 (hereinafter "Assignor") is the owner of the marks listed on Schedule I hereto (hereinafter the "Marks"); and

WHEREAS, FOUNDSTONE, INC., a Delaware corporation, having an address of 27201 Puerta Real, #400, Mission Viejo, CA 92691 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to the Marks, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignee and Assignor have entered into an agreement whereby Assignee will purchase certain assets from Assignor, including the Marks (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks including any governmental registrations (or applications thereof) throughout the world together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, along with the right to recover for damages and profits for past infringements thereof except as otherwise provided in the Purchase Agreement.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other acts, Assignee may reasonably require, at Assignee's sole cost and expense, in order to vest all Assignor's rights, title, and interest in and to the Marks in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date set forth below.

Dated: July 26, 2004

FUZION SECURITY, INC.

By: [Signature]
Name: Shel S. McCarty
Title: President / CEO
Date: 7/26/04

FOUNDSTONE, INC.

By: _____
Name: _____
Title: _____
Date: _____


IN WITNESS WHEREOF, the undersigned have executed this Assignment of Trademarks as of the date set forth below.

Dated: July 30, 2004

FUZION SECURITY, INC.

By: _____
Name: _____
Title: _____
Date: _____

FOUNDSTONE, INC.

By:  _____
Name: George Kurtz
Title: CEO
Date: _____

SCHEDULE I**MARKS**

<u>Mark</u>	<u>Registered/Unregistered/ Registration Pending</u>	<u>U.S. Reg. No.</u>
Fuzion Security	Registered	78085226
Business Risk Management Suite	Unregistered	-
Enterprise Security Planner	Unregistered	-
Business Continuity/Disaster Recovery Planner	Unregistered	-
Compliance Standards Planner	Unregistered	-
Web Assessment Center	Unregistered	-
WAC	Unregistered	-
Risk Assessment Console	Unregistered	-
RAC	Unregistered	-