

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Comdisco, Inc.		06/23/2005	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	TriStrata Security, Inc.
Street Address:	4008 Marblehead Drive
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94582
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2224089	TRISTRATA
Serial Number:	75146395	TRI SIGNATURE
Serial Number:	75146399	FLIPS
Serial Number:	75151159	TS-BESS
Serial Number:	75151149	TS-PASS
Serial Number:	75151160	TS-CSA
Serial Number:	75151162	TS-PAL
Serial Number:	75151161	FLASH ENCRYPTION
Registration Number:	2240430	
Serial Number:	75479322	RKS
Registration Number:	2269008	TESS
Serial Number:	75521471	TRISTRATA ENTERPRISE SECURITY SERVER
Registration Number:	2240441	TRISTRATA SECURITY

CORRESPONDENCE DATA

900027128

**TRADEMARK
 REEL: 003109 FRAME: 0744**

CH \$340.00 2224089

Fax Number: (408)392-9262
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: jlantz@macpherson-kwok.com
Correspondent Name: Jennifer M. Lantz
Address Line 1: 1762 Technology Drive
Address Line 2: Suite 226
Address Line 4: San Jose, CALIFORNIA 95110

NAME OF SUBMITTER:	Jennifer M. Lantz
Signature:	/Jennifer M. Lantz/
Date:	06/23/2005

Total Attachments: 2
source=Comdisco Trademark Assignments#page1.tif
source=Comdisco Trademark Assignments#page2.tif

TRADEMARK ASSIGNMENT

This Agreement is by and between Comdisco, Inc., a company with a primary business address at 5600 North River Road, Rosemont, Illinois, 60018 ("Assignor") and TriStrata Security, Inc., a California corporation with a primary business address at 4008 Marblehead Drive, San Ramon, California, 94582 ("Assignee").

WHEREAS, Assignor, pursuant to the "Collateral Assignment of Patents and Trademarks" dated March 24, 1999 ("Collateral Assignment"), Assignor obtained a lien on and a security interest in all trademark rights held by Assignee, and received a collateral assignment of the following trademarks (the "Trademarks"):

Serial No.	Registration No.	Mark	Filing Date	Issue Date
75/146395		TRI SIGNATURE	08/07/1996	
75/146399		FLIPS	05/30/1996	
75/151159		TS-BESS	08/16/1996	
75/151149		TS-PASS	08/16/1996	
75/151160		TS-CSA	08/16/1996	
75/151162		TS-PAL	08/16/1996	
75/151161		FLASH ENCRYPTION	08/16/1996	
75/385359	2,240,441	TRISTRATA SECURITY	10/30/1997	04/20/1999
75/382588	2,240,430	MISCELLANEOUS DESIGN	10/30/1997	04/20/1999
75/479322		RKS	05/04/1998	
75/515654	2,269,008	TESS	07/08/1998	08/10/1999
75/521471		TRISTRATA ENTERPRISE SECURITY SERVER	07/20/1998	
75/398249	2,224,089	TRISTRATA	12/01/1997	02/16/1999

WHEREAS, Assignee, having discharged its obligations to Assignor, is entitled to reacquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademarks.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignor has discharged all obligations under the "Collateral Assignment of Patents and Trademarks," as well as under a certain "Subordinated Loan and Security Agreement" between the parties, dated March 24, 1999.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks granted under the Collateral Assignment;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses arising from actions of Assignor or its creditors;
 - (d) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

- (e) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

5. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

6. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

7. **Agreement to Perform Necessary Acts.** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California, without regard to its choice of laws provisions.

DATED: June 23, 2005

Comdisco, Inc.

By: _____

Signature

Robert E. T. Lackey
Authorized Representative