

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ProtectPoint Security, Inc.		01/31/2009	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Latis Networks, Inc.		
<b>Doing Business As:</b>	DBA StillSecure		
<b>Street Address:</b>	100 Superior Plaza Way, Suite 200		
<b>City:</b>	Superior		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80027		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3014658	PROTECT POINT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(720)377-0779		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	720-377-0757		
<b>Email:</b>	trademarks@hkh-law.com		
<b>Correspondent Name:</b>	Karin E. Borke		
<b>Address Line 1:</b>	1660 Lincoln Street, Suite 3000		
<b>Address Line 4:</b>	Denver, COLORADO 80264		
<b>ATTORNEY DOCKET NUMBER:</b>	733-019-UST		
<b>NAME OF SUBMITTER:</b>	Karin E. Borke		
<b>Signature:</b>	/Karin E. Borke/		
<b>Date:</b>	06/18/2009		

OP \$40.00 3014658

**Total Attachments: 4**

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## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is made as of January 31, 2009, by PROTECTPOINT SECURITY, INC., a Florida corporation (the "Seller"), for the benefit of LAVIS NETWORKS, INC. (DBA STILLSECURE), a Delaware corporation (the "Purchaser"). Capitalized terms used but not defined in this Bill of Sale and Assignment shall have the meanings given to them in the Purchase Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant and subject to the terms and conditions of an Asset Purchase Agreement of even date herewith, by and among the Purchaser, the Seller and the Principal (the "Purchase Agreement"), the Seller is causing the Transferred Assets to be sold, assigned, transferred, conveyed and delivered to the Purchaser.

WHEREAS, by this instrument the Seller is vesting in the Purchaser all of the Seller's right, title and interest in and to the Transferred Assets, free of any Encumbrances (other than Permitted Encumbrances).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser all of Seller's right, title and interest in and to all the Transferred Assets, free of any Encumbrances.


Nothing contained in this Bill of Sale and Assignment is intended to provide any rights to the Purchaser or the Seller beyond those rights expressly provided to the Purchaser or the Seller in the Purchase Agreement. Nothing contained in this Bill of Sale and Assignment is intended to impose any obligations or liabilities on the Purchaser or the Seller beyond those obligations and liabilities expressly imposed on the Purchaser or the Seller in the Purchase Agreement. Nothing contained in this Bill of Sale and Assignment is intended to limit any of the rights or remedies available to the Purchaser or the Seller under the Purchase Agreement. Nothing contained in this Bill of Sale and Assignment shall be deemed to alter or amend the terms and provisions of the Purchase Agreement, and in the event of any conflict between the terms and provisions of this Bill of Sale and Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall be deemed to govern and be controlling.

This Bill of Sale and Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be executed and delivered as of the date first written above.

PROTECTPOINT SECURITY, INC.,  
a Florida corporation

By:   
Print Name: STEVE HARRIS  
Title: CEO

[Signature Page to Bill of Sale and Assignment]

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of January 31, 2009, by and among: LATIS NETWORKS, INC. (DBA STILLSECURE), a Delaware corporation (the "Purchaser"); PROTECTPOINT SECURITY, INC., a Florida corporation (the "Seller"); and JEFF ROSCHMAN (the "Principal"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

### RECITALS

A. The Seller, the Principal and the Purchaser wish to provide for the sale of the Transferred Assets (as defined in Section 1.1) to the Purchaser on the terms, and subject to the conditions, set forth in this Agreement. The parties hereto intend that the transaction contemplated hereby shall qualify as a tax-free reorganization under Section 368(a)(1)(C) of the Internal Revenue Code of 1986, as amended (the "Code"), and that this Agreement shall constitute a plan of reorganization within the meaning of Section 368 of the Code.

B. In order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated by this Agreement, the Seller and the Principal are entering into Noncompetition Agreements in favor of the Purchaser.

### AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

#### 1. SALE OF TRANSFERRED ASSETS; RELATED TRANSACTIONS.

1.1 **Sale of Transferred Assets.** At the Closing (as defined in Section 1.7), the Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser all of the Transferred Assets (as defined below), free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "Transferred Assets" shall mean and include: (x) all of the properties, rights, interests and other tangible and intangible assets of the Seller (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with generally accepted accounting principles) that are or were used in, necessary for the conduct of, or related to, the Business; and (y) any other assets that are owned by the Principal that are used in, necessary for the conduct of, or related to, the Business. Without limiting the generality of the foregoing, the Transferred Assets shall include:

(a) Source Code: All Source Code for the Transferred Software (as defined in Section 2.4(l)) (the Source Code referred to in this Section 1.1(a) being referred to as the "Transferred Source Code");

(b) Intellectual Property and Intellectual Property Rights: All of the Intellectual Property and Intellectual Property Rights that are owned or controlled by the Seller and that are or were used in, necessary for the conduct of, or related to, the Business, including the Intellectual Property and Intellectual Property Rights identified on Schedule 1.1(b), together with the goodwill associated with the Transferred Assets (the Intellectual Property, Intellectual Property Rights and goodwill referred to in this Section 1.1(b) and the Transferred Source Code collectively being referred to in this Agreement as the "Transferred IP");

SCHEDULE 1.1(b)

Intellectual Property and Intellectual Property Rights

**Protect Point** - Service Mark Reg. No. 3,014,658, Filed with the US Patent and Trademark Office, Registered November 15, 2005

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