

**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>
VeriSign, Inc.		04/08/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kontiki, Inc.		
<b>Street Address:</b>	1001 W. Maude Ave.		
<b>City:</b>	Sunnyvale		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94085		
<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>	2986029	KONTIKI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)824-8482		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-647-8150		
<b>Email:</b>	pstartz@kontiki.com		
<b>Correspondent Name:</b>	Paul Startz		
<b>Address Line 1:</b>	4112 22nd Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94114		
<b>NAME OF SUBMITTER:</b>	Paul Startz		
<b>Signature:</b>	/Paul Startz/		
<b>Date:</b>	05/26/2011		

OP \$40.00 2986029

Total Attachments: 67  
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**TRADEMARK  
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**ACQUISITION AGREEMENT**

BY AND BETWEEN

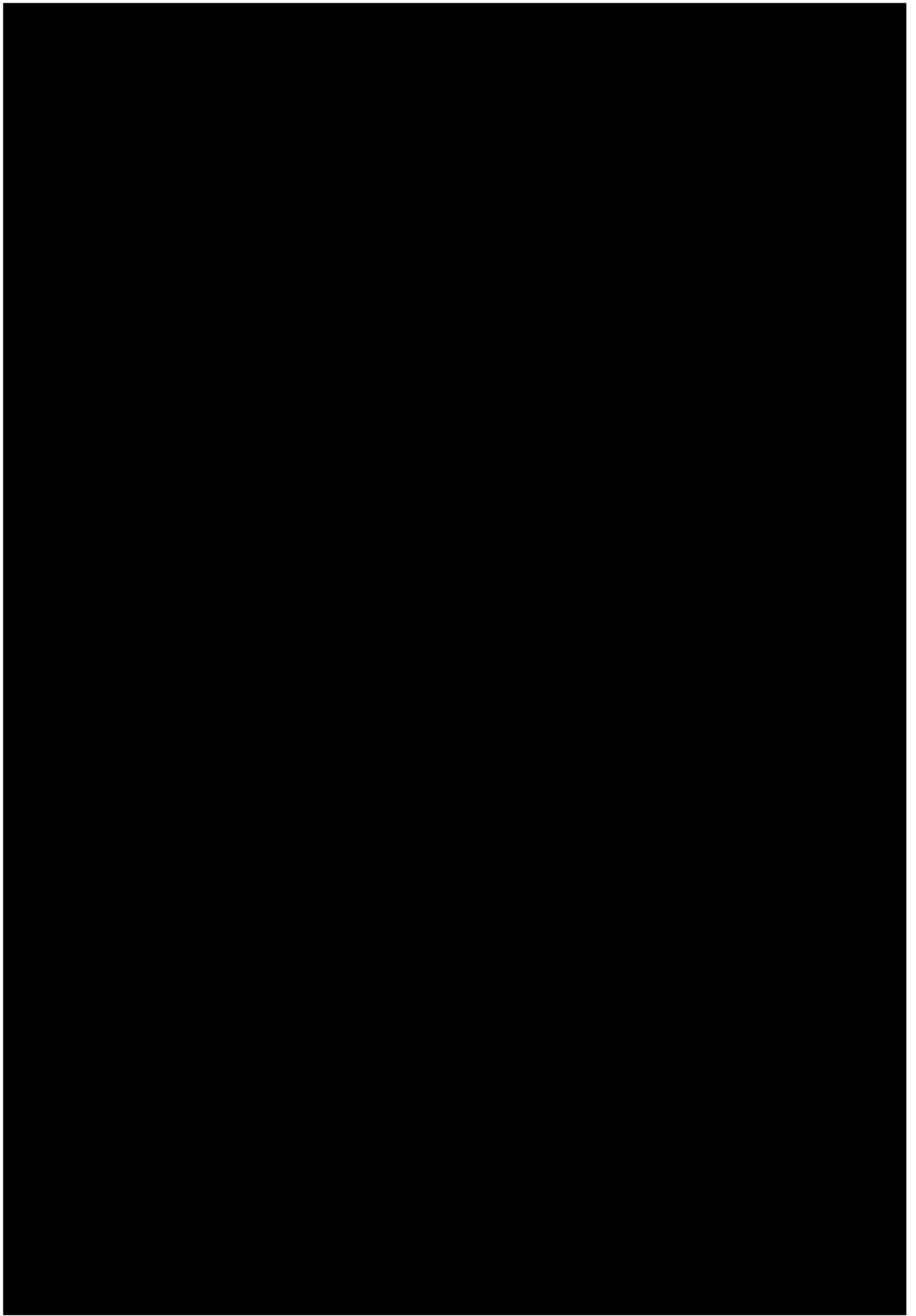
**VERISIGN, INC.,**  
a Delaware corporation,

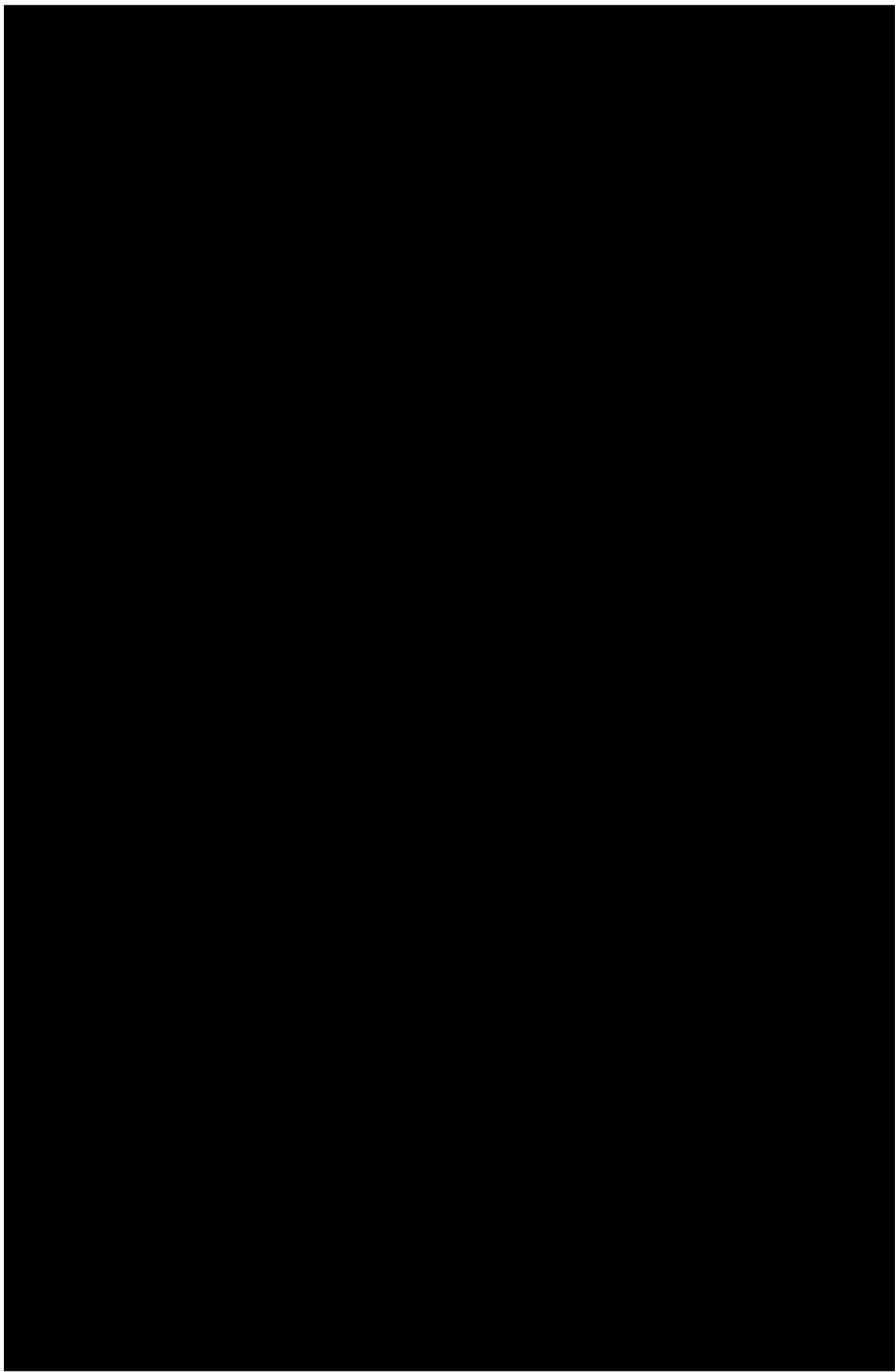
AND

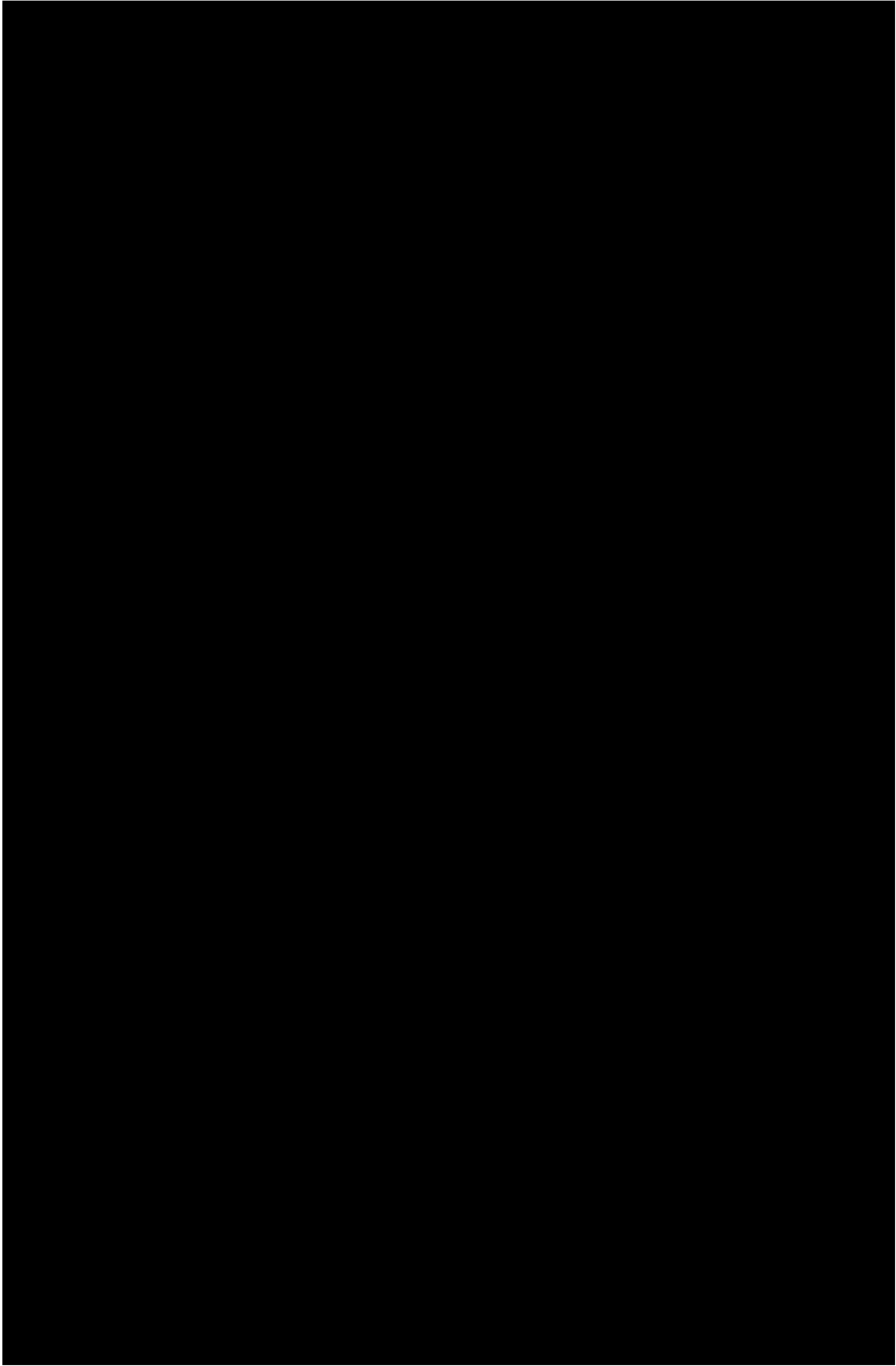
**KONTIKI, INC.,**  
a Delaware corporation

**DATED MAY 1, 2008, BUT EFFECTIVE FOR ALL  
PURPOSES WHATSOEVER  
AS OF APRIL 30, 2008**

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## ACQUISITION AGREEMENT

This ACQUISITION AGREEMENT is dated May 1, 2008, but effective for all purposes whatsoever as of April 30, 2008, between VERISIGN, INC., a Delaware corporation (“VeriSign” or “Seller”), and KONTIKI, INC., a Delaware corporation (“Purchaser”).

### WITNESSETH:

WHEREAS, Seller owns and operates the Business (as defined below); and

WHEREAS, Seller wishes to transfer (and, where applicable, cause its Subsidiaries (as defined below) to transfer) to Purchaser, and Purchaser wishes to purchase and assume, the Assets and the Assumed Liabilities (each as defined below) from Seller and its Subsidiaries, all upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, the mutual sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms have the following meanings:

“**Action**” means any litigation, action, suit, investigation, originating application to an employment tribunal, binding arbitration or proceeding.

“**Affiliate**” means, with respect to any specified Person, any other Person who or that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

“**Agreement**” means this Agreement, including the Seller Disclosure Schedule and all Exhibits and Schedules hereto and thereto, and all amendments hereto and thereto made in accordance with Section 9.09.

“**Ancillary Agreements**” means the Assignment and Assumption Agreement, the Bills of Sale, the Intellectual Property License Agreement and the Transition Services Agreement.

“**Assignment and Assumption Agreement**” means the Assignment and Assumption Agreement to be executed by the parties thereto on the Closing Date, in the form of Exhibit A.

“**Assumed Contracts**” means all Contracts set forth in Section 1.01(a)(i) of the Seller Disclosure Schedule and all other Contracts relating exclusively to the Business.



“**Benefit Plan**” means (i) each “employee benefit plan,” within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), whether or not subject to ERISA, and (ii) each employment, consulting, severance, termination, retirement, change in control, retention, incentive or deferred compensation, bonus, stock option or other equity based, vacation or holiday pay, dependent care assistance, excess benefit, salary continuation, medical, life or other insurance, pension, supplemental retirement, supplemental unemployment or other fringe benefit plan, policy, program, agreement, arrangement or commitment.

“**Bills of Sale**” means the bills of sale and conveyance to be executed by the parties thereto on the Closing Date, in the form of Exhibits B and C.

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in New York, New York, USA.

“**Code**” means the United States Internal Revenue Code of 1986, as amended.

“**Consent**” means any approval, authorization, consent, order, license, permission, permit, qualification, exemption or waiver by any third party or Governmental Authority.

“**Contract**” means any every written binding contract (including, for the avoidance of doubt, ongoing service orders thereunder), agreement, arrangement, lease, ground lease, or commitment of the Business to which Seller or any of its Subsidiaries is a party or by which any property of Seller or any Subsidiary of Seller is bound, other than purchase orders and invoices and any third-party or intercompany agreements related to Overhead and Shared Services.

“**Control**” means, as to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The term “**Controlled**” shall have a correlative meaning.

“**Employee**” means any current employee of Seller or any of its Subsidiaries (or any predecessor to any such Person) employed in connection with the operation of the Business.

“**Environmental Law**” means any applicable Law relating to pollution or protection of the environment, natural resources or human health and safety.

“**Equipment**” means the fixtures, machinery, telecommunications, manufacturing and other equipment and other interests in tangible personal property listed in Section 1.01(a)(ii) of the Seller Disclosure Schedule, including in all cases any software embedded therein that the Seller has a right to transfer, subject to Sections 2.08 and 5.06 of this Agreement.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, together with the rules, regulations, schedules and forms thereunder.

“**Governmental Authority**” means any U.S. or foreign national, federal, state, provincial or local authority, legislative body, court, government or self-regulatory organization (including any stock exchange), commission, tribunal or organization, or any regulatory agency, or any political or other subdivision, department or branch of any of the foregoing.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Intellectual Property Rights**” means all intellectual property rights throughout the world, including all (a) patents and patent applications, (b) trademarks, service marks and domain names (including registrations and applications therefor) and any goodwill associated therewith, (c) copyrights (including registrations and applications therefor) and (d) trade secrets, know-how inventions, discoveries, methods and rights to other proprietary and confidential data and information, and (e) any similar corresponding or equivalent intellectual property rights to any of the foregoing.

“**Knowledge of Seller**” means the actual knowledge, without further inquiry, of any of the individuals listed in Section 1.01(a)(iii) of the Seller Disclosure Schedule.

“**Law**” means any law, statute, ordinance, regulation, rule, code or other requirement or rule enacted or promulgated by any Governmental Authority, including any Governmental Order and common law.

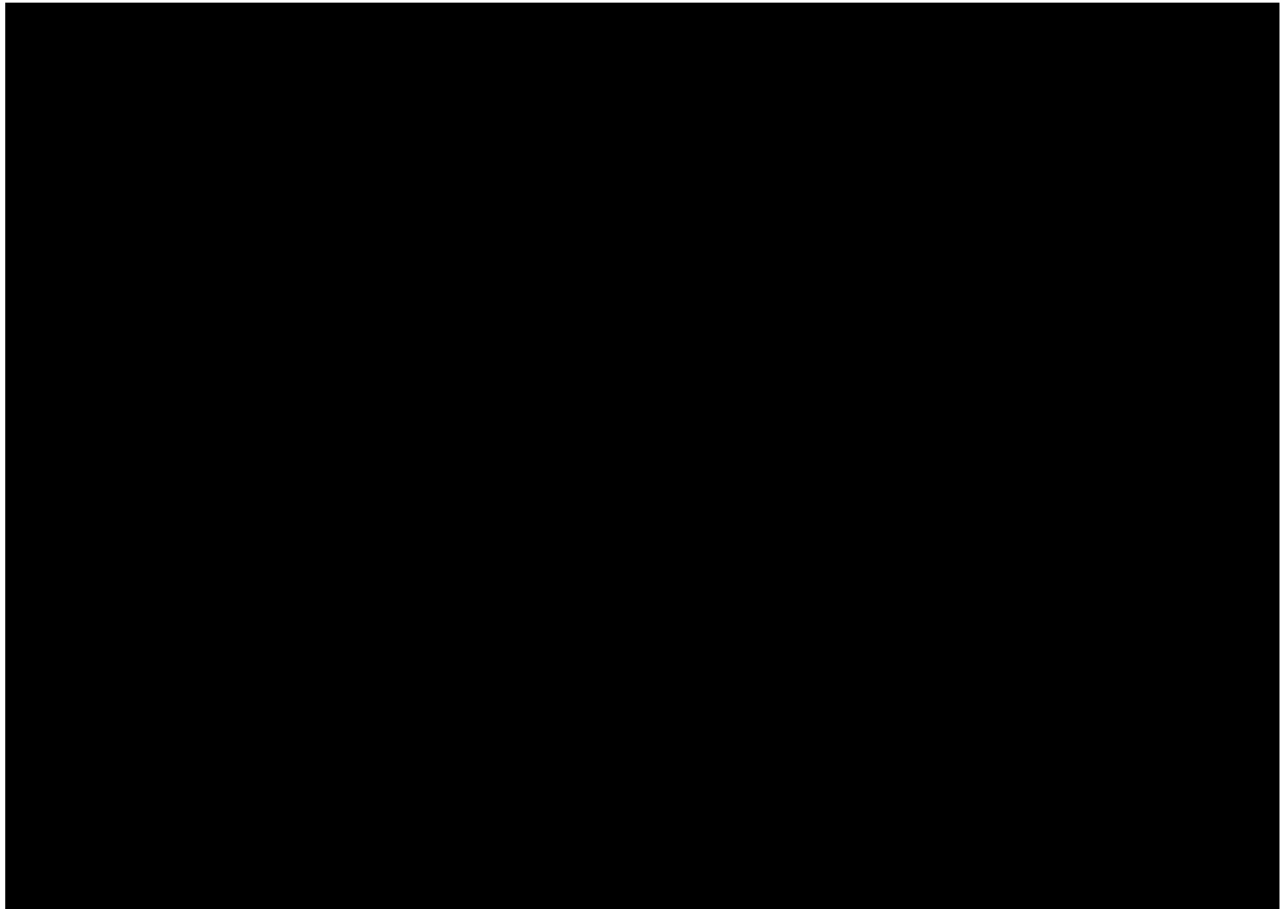
“**Liabilities**” means debts, liabilities, commitments, deficiencies, penalties, assessments, fines, claims, causes of action and obligations (including guarantees and other forms of credit support), whether accrued or fixed, absolute or contingent, asserted or unasserted, liquidated or unliquidated, matured or unmatured, on- or off-balance sheet, including those arising under any Law or Action and those arising under any contract, agreement, arrangement, commitment or undertaking or otherwise.

“**Lien**” means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, license, lease or charge of any kind.

“**Losses**” means any and all actual losses (including diminution in value), liabilities, damages, judgments, settlements and expenses (including interest and penalties recovered by a third party with respect thereto and reasonable attorneys’ and other advisors’ fees and expenses).

**“Material Adverse Effect”** means a material adverse effect on the operations, results of operations or financial condition of the Business as proposed to be transferred hereunder, taken as a whole, but in each case shall not include the effect of events, changes and circumstances relating to (a) the industries and markets in which the Business operates, (b) macroeconomic factors, interest rates, general financial market conditions, acts of God, war, terrorism or hostilities, (c) changes in Law, generally accepted accounting principles or official interpretations of the foregoing, (d) compliance with this Agreement, including any effect on the Business resulting from failure to take any action to which Purchaser refused consent under this Agreement, (e) the transactions contemplated hereby or any announcement hereof or the identity of Purchaser or (f) matters known to Purchaser, including those matters listed in Section 1.01(a)(iv) of the Seller Disclosure Schedule; it being understood that the failure of the Business to achieve internal or external financial forecasts or projections, by itself, will not constitute a Material Adverse Effect.

**“Nasdaq”** means The Nasdaq Stock Market’s National Market.



**“Permitted Liens”** means (a) Liens for Taxes that are not yet due or are being contested in good faith, (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen and other Liens imposed by Law, in each case, for amounts not yet due, (c) Liens incurred or deposits made in the ordinary course of business which are not reasonably expected to have a Material Adverse Effect, (d) zoning, entitlement, building and land use


regulations, customary covenants, defects of title, easements, rights-of-way, restrictions and other similar charges or encumbrances not materially interfering with the ordinary conduct of the Business, (e) Liens that will be released prior to or as of the Closing and (f) Liens arising under any of the Transaction Documents.

“**Person**” means any natural person, general or limited partnership, corporation, limited liability company, firm, association or other legal entity.

“**Registered Intellectual Property**” means any Transferred Intellectual Property that is subject to a registration or application for registration.

“**Seller Benefit Plan**” means each Benefit Plan sponsored, maintained or contributed to by Seller or any of its Subsidiaries or with respect to which Seller or any of its Subsidiaries is a party and in which any Employee is or becomes eligible to participate or derive a benefit.

“**Seller Disclosure Schedule**” means the disclosure schedule delivered by Seller to Purchaser on the date hereof.



“**Subsidiary**” of any Person means any corporation, partnership, limited liability company, joint venture or other legal entity of which such Person owns, directly or indirectly, a majority of the stock or other equity interests the holders of which are generally entitled to vote for the election of or act as the board of directors or other governing body of such corporation or other legal entity, or of which such Person is a general partner or managing member.

“**Tax**” or “**Taxes**” means any and all taxes, charges, fees, levies, imposts, duties or other assessments of any kind whatsoever, imposed by or payable to any federal, state, provincial, local, or foreign tax authority, including any gross income, net income, alternative or add-on minimum, franchise, profits or excess profits, gross receipts, estimated, capital, goods, services, documentary, use, transfer, ad valorem, business rates, value added, sales, customs, real or personal property, capital stock, license, payroll, withholding or back-up withholding, employment, social security, workers’ compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, occupancy, transfer or gains taxes, together with any interest, penalties, additions to tax or additional amounts imposed with respect thereto.

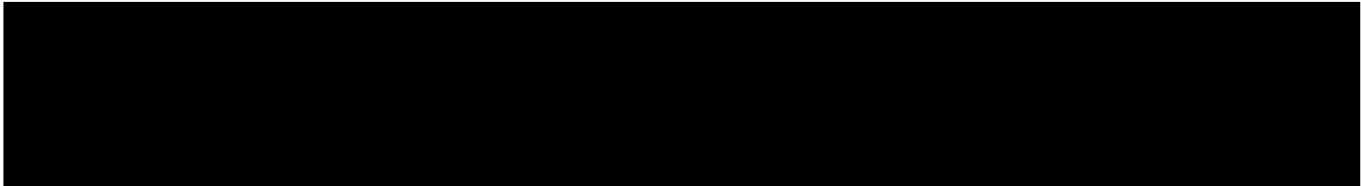
“**Tax Returns**” means all returns, reports (including declarations, disclosures, schedules, estimates and information returns) and other information required to be supplied to a Tax authority relating to Taxes.

**“Trademarks”** means the trademark registrations and applications and domain name registrations listed in Section 1.01(a)(vi) of the Seller Disclosure Schedule and rights to the associated trademarks, logos, slogans, service marks, brand names, distinguishing guises, trade dress, trade names, words, symbols, color schemes, business names, internet domain names and other indications of origin.

**“Transaction Documents”** means this Agreement, the Ancillary Agreements and any certificate or other document delivered by any party hereto or thereto in connection herewith or therewith.

**“Transfer Taxes”** mean all goods, services, excise, sales, use, real or personal property, gross receipt, withholding, documentary, value added, stamp, registration, filing, recordation and all other similar Taxes or other like charges, together with interest, penalties or additional amounts imposed with respect thereto.

**“Transferred Intellectual Property”** means (a) those patents and patent applications listed in Section 1.01(a)(vii) of the Seller Disclosure Schedule; (b) those Trademarks (including any registrations and applications therefor) listed in Section 1.01(a)(vi) of the Seller Disclosure Schedule and any goodwill associated therewith; (c) those copyright registrations and applications listed in Section 1.01(a)(viii) of the Seller Disclosure Schedule together with any other copyrights owned by Seller or any of its Subsidiaries as of the Closing Date and used exclusively in connection with the Business; (d) trade secrets, know-how, inventions, discoveries, methods and rights to other proprietary and confidential data and information owned by Seller or any of its Subsidiaries as of the Closing Date and used exclusively in connection with the Business; and (f) any similar corresponding or equivalent intellectual property rights to any of the foregoing.



SECTION 1.02. Other Defined Terms. The following terms have the meanings defined for such terms in the Sections set forth below:

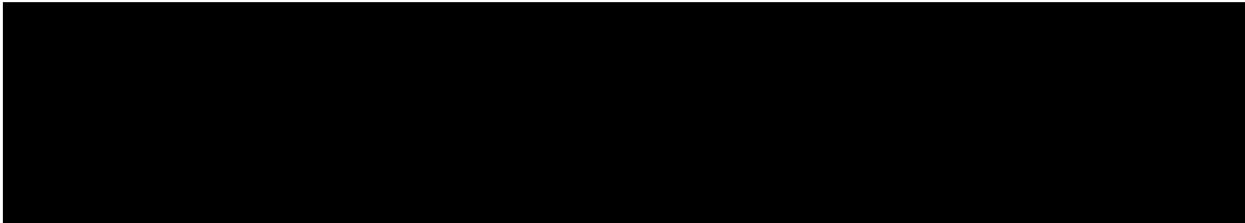
<u>Term</u>	<u>Section</u>
Allocation Schedule	2.03(d)
Assets	2.01(a)
Assumed Liabilities	2.02(a)
Claim Notice	8.02(a)
Closing	2.04
Closing Date	2.04
Confidentiality Agreement	5.01(a)
Excluded Assets	2.01(b)
Indemnified Party	8.02(a)(ii)
Indemnifying Party	8.02(a)(i)
Indemnity Set-Off	8.01(b)(iv)
Nonassignable Asset	2.08(a)
Purchase Price	2.03(a)
Purchaser	Preamble
Purchaser Indemnified Persons	8.01(a)
Purchaser's Trademarks and Logos	5.07(b)
Retained Liabilities	2.02(b)
Seller	Preamble
Seller Indemnified Persons	8.01(c)
Seller's Limited Indemnification Obligations	8.01(b)(ii)
Seller's Trademarks and Logos	5.07(a)
Third-Party Claim	8.02(a)(i)
Transferred Employee	6.01(a)

SECTION 1.03. Interpretation.

(a) Words in the singular shall include the plural and vice versa, and words of one gender shall include the other genders, in each case, as the context requires.

(b) The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified.

(c) The word "including" and words of similar import shall mean "including, without limitation," unless otherwise specified.



## ARTICLE II

### PURCHASE AND SALE OF ASSETS

#### SECTION 2.01. Purchase and Sale of Assets; Exclusion of Excluded Assets.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall (or, as applicable, shall cause a Subsidiary of Seller to) sell, transfer, convey and assign to Purchaser, and Purchaser shall purchase and accept from Seller (or, as applicable, such Subsidiary of Seller) all of Seller's and its Subsidiaries' right, title and interest in and to each of the following assets, properties and rights, (such assets, properties and rights, the "Assets"), free and clear of all Liens other than Permitted Liens or Liens created by or through Purchaser or any of its Affiliates:

(i) the Assumed Contracts;

(ii) the Equipment;

(iii) to the extent separable from such items of any other business of Seller or any of its Subsidiaries, copies of books of account, supplier and customer lists, correspondence, marketing and promotional materials (including website content), records and files, software developer drawings, notebooks and logbooks, in each case exclusively used or held for use in the conduct of the Business or related exclusively to the Assets;

(iv) the Transferred Intellectual Property [REDACTED]

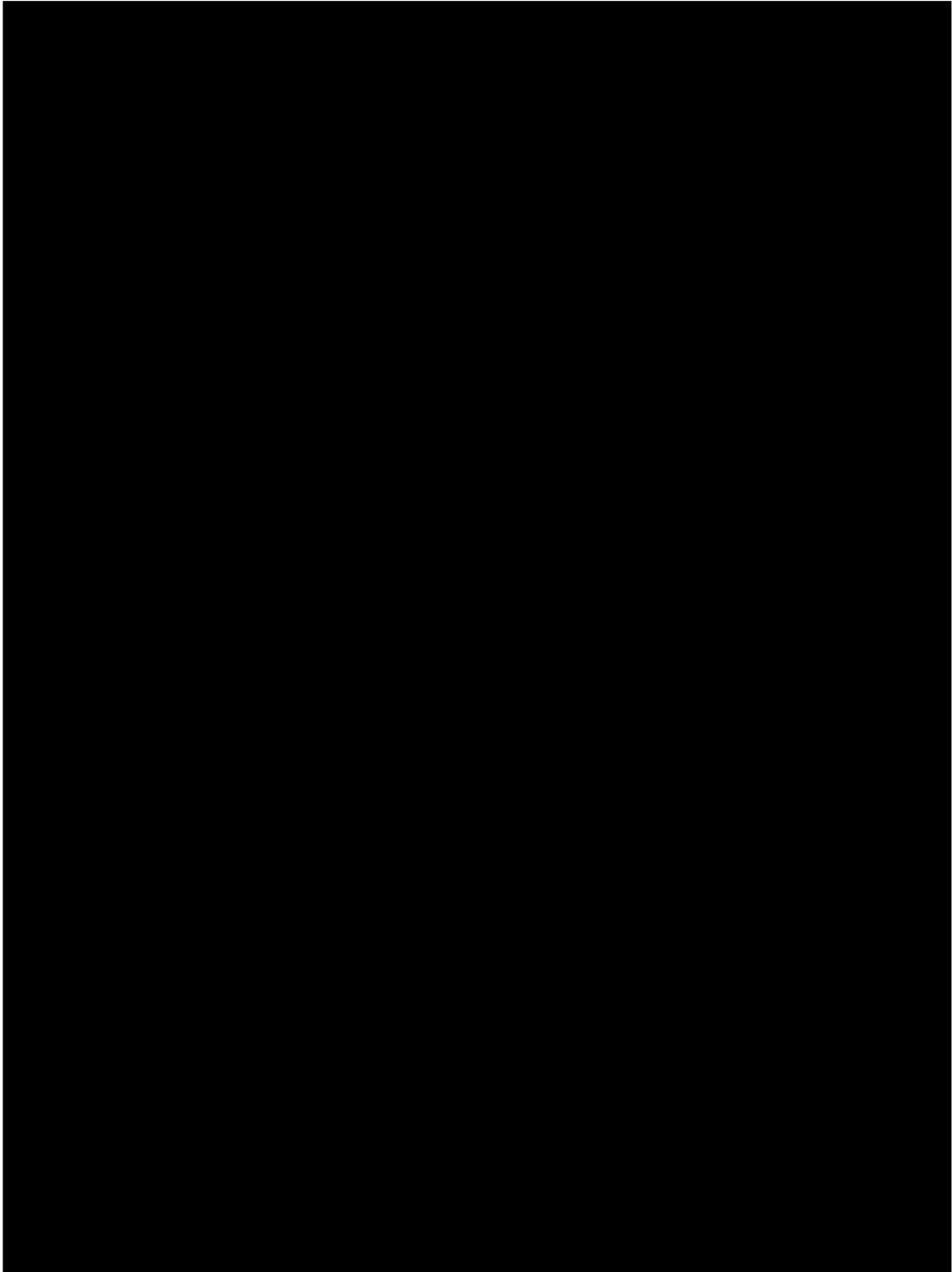
(v) all rights to receive mail and other communications addressed to [REDACTED] Kontiki and such rights with respect to mail and communications addressed to VeriSign, Inc. to the extent relating exclusively to the Business, the Assets or the Assumed Liabilities, after the Closing Date; and

(vi) all telephone and facsimile numbers used exclusively for the Business.

(b) Notwithstanding anything in this Agreement to the contrary, Seller and its Subsidiaries shall retain their respective right, title and interest in and to, and Purchaser shall have no rights with respect to the right, title and interest of Seller and its Subsidiaries in and to, the following assets, in each case other than the Assets, (such assets, the "Excluded Assets"):

(i) all the business, properties, assets, goodwill and rights of whatever kind and nature, real or personal, tangible or intangible that are owned, leased or licensed by Seller and its Subsidiaries on the Closing Date and used, held for use or intended to be used primarily in the operation or conduct of any business of Seller and its Subsidiaries other than the Business;

(ii) the minute books, stock ledgers, Tax records and Tax-related documents of Seller and its Subsidiaries;

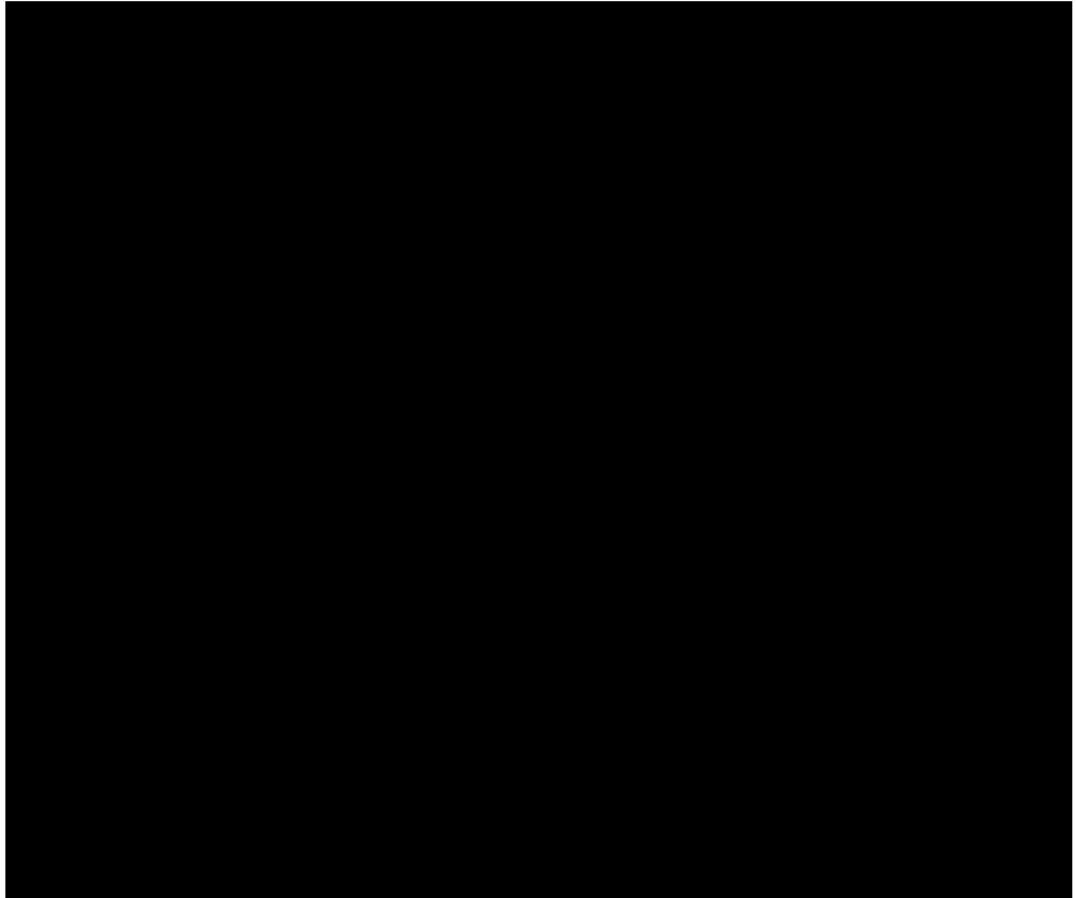


(c) Seller shall have the right to retain, following the Closing, copies of any book, record, literature, list and any other written or recorded information constituting Assets to which Seller in good faith determines it is reasonably likely to need access for bona fide business or legal purposes.



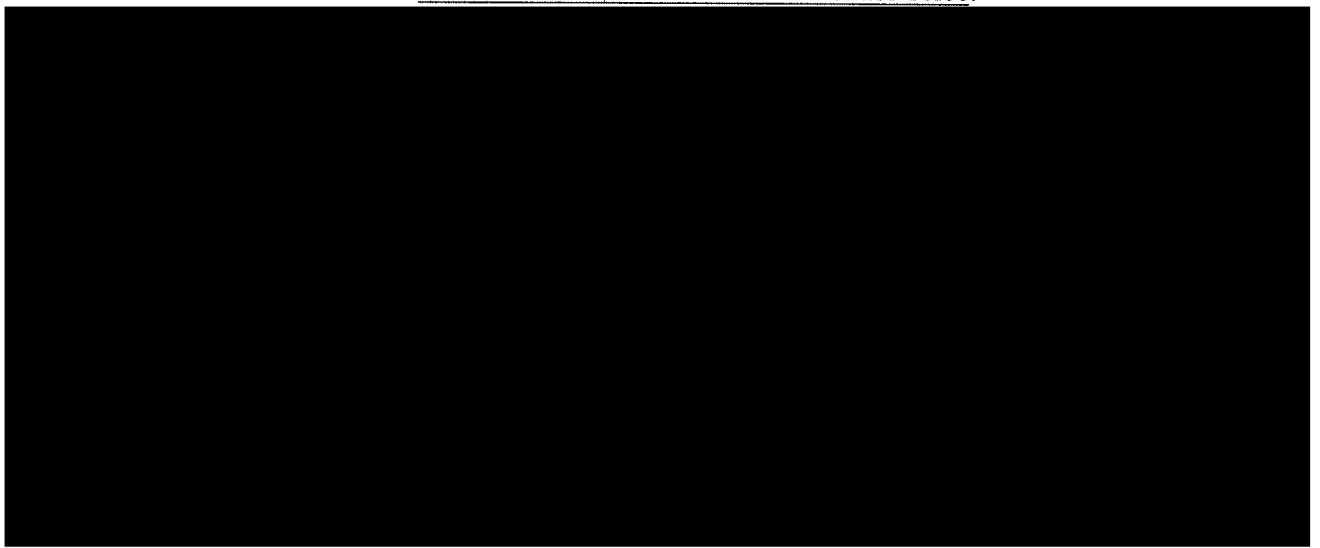
SECTION 2.02. Assumption of Assumed Liabilities; Retention of Retained Liabilities.

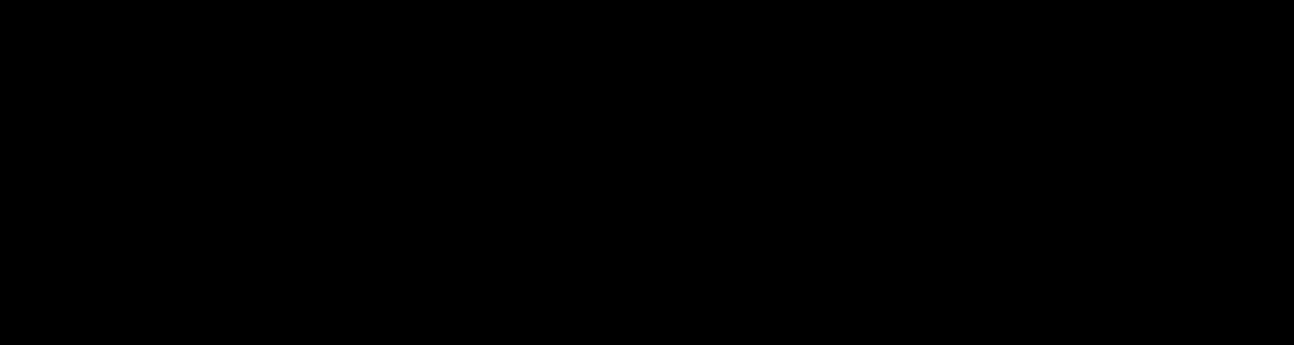
(a) At the Closing, Purchaser shall assume and become obligated to pay, perform and discharge when due, only the following Liabilities (such Liabilities, the “**Assumed Liabilities**”):



(b) Seller or the relevant Subsidiary shall retain, and shall be fully responsible for paying, performing and discharging when due, and Purchaser shall not assume or have any responsibility for, any Liabilities of Seller and its Subsidiaries or any Liabilities related to the Business other than the Assumed Liabilities (the “**Retained Liabilities**”).

SECTION 2.03. Purchase Price; Allocation of Purchase Price.





SECTION 2.04. Closing. Subject to the terms and conditions of this Agreement, the sale and purchase of the Assets and the assumption of the Assumed Liabilities, all as contemplated hereby, shall take place at a closing (the “**Closing**”) to be held at 11:00 AM, Eastern time, on April 30, 2008 (the “**Closing Date**”), by exchange of signatures in electronic format or on such other date and at such other place as Seller and Purchaser may mutually agree upon in writing.

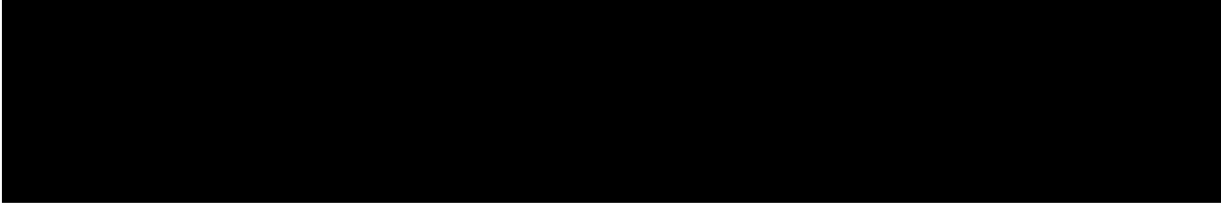
SECTION 2.05. Closing Deliveries by Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

(a) a counterpart of each of the Ancillary Agreements, executed by each of Seller and its Subsidiaries that is a party thereto, to the extent not delivered prior to the Closing; and

(b) any other documents required pursuant to this Agreement or reasonably requested by Purchaser.

SECTION 2.06. Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

(a) a counterpart of each of the Ancillary Agreements, executed by Purchaser, to the extent not delivered prior to the Closing;



(d) any other documents required pursuant to this Agreement or reasonably requested by Seller.

SECTION 2.07. Accounting. To the extent that, after the Closing, (a) Purchaser receives any payment or instrument that is for the account of Seller or any of its Subsidiaries according to the terms of this Agreement, Purchaser shall promptly deliver such amount or instrument to Seller, and (b) Seller or any of its Subsidiaries receives any payment or instrument that is for the account of Purchaser according to the terms of this Agreement, Seller shall promptly deliver such amount or instrument to Purchaser.

SECTION 2.08. Nonassignable Assets.



ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Except (a) as set forth in the Seller Disclosure Schedule, (b) as contemplated by this Agreement or (c) to the extent relating solely to the Excluded Assets or the Retained Liabilities, Seller represents and warrants to Purchaser that all of the statements contained in this Article III are true as of the date of this Agreement (or, if made as of a specified date, as of such date). For purposes of the representations and warranties of Seller contained herein, disclosure in a section of the Seller Disclosure Schedule of any facts or circumstances shall be deemed to be adequate response and disclosure of such facts or circumstances with respect to any representation or warranty by Seller calling for disclosure of such information, whether or not such disclosure is specifically associated with or purports to respond to such representation or warranty, if it is readily apparent from the Seller Disclosure Schedule that such disclosure is applicable. The inclusion of any information in any section of the Seller Disclosure Schedule or other document delivered by Seller pursuant to this Agreement shall not be deemed to be an admission or evidence of the materiality of such item, nor shall it establish a standard of materiality for any purpose whatsoever.

SECTION 3.01. Organization and Good Standing. Seller, and each of its Subsidiaries that is or will be a party to any of the Ancillary Agreements, is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Seller and each such Subsidiary is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed or qualified would not reasonably be expected to have, individually or in the aggregate, a materially adverse effect upon Seller's or such Subsidiaries' ability to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements.

SECTION 3.02. Authority. Seller, and each of its Subsidiaries that is or will be a party thereto, has full power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is or will be a signatory and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller and each such Subsidiary of this Agreement and each Ancillary Agreement to which it is or will be a signatory has been duly authorized by all requisite corporate action on the part of Seller and each such Subsidiary. This Agreement has been, and upon execution each Ancillary Agreement will be, duly executed and delivered by Seller and each such Subsidiary that is or will be a party thereto and (assuming due authorization, execution and delivery by Purchaser) this Agreement constitutes, and each Ancillary Agreement to which Seller or any such Subsidiary is or will be a party constitutes or, when so executed and delivered, will constitute, a legal, valid and binding obligation of Seller and each such Subsidiary, enforceable against Seller and each such Subsidiary in accordance with its terms, subject only to the effect, if any, of (a) applicable bankruptcy and other similar Laws affecting the rights of creditors generally and (b) Laws governing specific performance, injunctive relief and other equitable remedies.

SECTION 3.03. No Conflict; Consents and Approvals. Subject to the filing by Seller of reports under the Exchange Act and as contemplated by the rules of Nasdaq, none of (a) the execution and delivery by Seller or, if applicable in the case of the Ancillary Agreements, any of its Subsidiaries, of this Agreement and the Ancillary Agreements to which it is or will be a party, (b) the consummation by Seller or any such Subsidiary of the transactions contemplated hereby or thereby or (c) the compliance by Seller or any such Subsidiary with any of the provisions hereof or thereof, as the case may be, will:

- (i) conflict with, or result in the breach of, any provision of the certificate of incorporation or by-laws or other organizational documents of Seller or any such Subsidiary;
- (ii) require Seller or any such Subsidiary to make any filing with, or obtain any Consent from, any Governmental Authority;
- (iii) conflict with, violate or result in the breach by Seller or any such Subsidiary of any applicable Law;

(iv) conflict with, violate, result in the breach or termination of or constitute a default under, any Assumed Contract (except Nonassignable Assets); or

(v) result in the creation of any Lien (other than any Permitted Lien or any Lien created by or through Purchaser) upon any of the Assets;

except, in the case of clauses (i), (ii), (iii) and (iv), for such matters that would not reasonably be expected to be material to the Business or have a material adverse effect upon Seller's or any such Subsidiary's ability to carry out its respective obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements.

SECTION 3.04. Absence of Litigation. There are no Actions pending or, to the knowledge of Seller, threatened to which Seller or any of its Affiliates, the Assets or the properties or assets of the Business would be subject that, individually or in the aggregate, would reasonably be expected to have a material adverse effect upon Seller's ability to carry out its obligations under, and to consummate, or to impede or delay in any material respect the consummation of, the transactions contemplated by, this Agreement and the Ancillary Agreements or that relate to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby.

SECTION 3.05. Ownership and Sufficiency of the Assets.

(a) Subject to Section 3.06, the Assets, together with the rights of Purchaser under this Agreement and the Intellectual Property License Agreement, include all assets, properties and rights (other than Overhead and Shared Services) necessary and sufficient to provide the products and services offered by the Business substantially in the manner and to the extent currently conducted, except where the absence of such assets, properties or rights would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Seller or the relevant selling Subsidiary holds good title to or has valid leases, licenses or rights to use all of the Assets free and clear of any and all Liens, except for Permitted Liens.

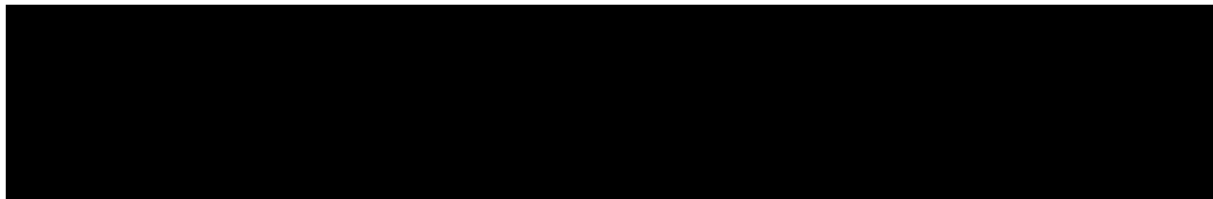
(c) All tangible Assets are in good operating condition for the uses to which they are being put, subject to ordinary wear and tear and ordinary maintenance requirements, except as would not reasonably be expected to be material.

SECTION 3.06. Intellectual Property.

(a) The Transferred Intellectual Property, together with the rights conferred under the Intellectual Property License Agreement or set forth in Section 5.07, includes, as of the date hereof, all material Intellectual Property Rights owned by Seller and its Subsidiaries that are required to conduct the Business substantially in the manner and to the extent currently conducted (other than any Intellectual Property Rights related to Overhead and Shared Services).

(b) Seller or a Subsidiary of Seller owns and has good and exclusive title to each item of Registered Intellectual Property, free and clear of any Liens. Seller has taken commercially reasonable efforts to maintain and protect the Transferred Intellectual Property (including making filings and payments of maintenance or similar fees for Registered Intellectual Property) and to obtain ownership of Intellectual Property Rights developed for Seller by its employees and contractors. To the Knowledge of Seller, there are no undisclosed oppositions, cancellations, invalidity proceedings, interferences or re-examination proceedings pending with respect to any Registered Intellectual Property that would reasonably be expected to have a Material Adverse Effect.

(c) To the Knowledge of Seller, and except as would not reasonably be expected to have a Material Adverse Effect: (i) the Business as currently conducted does not infringe any Intellectual Property Rights of any third party and (ii) no third party is infringing any Transferred Intellectual Property Rights. Notwithstanding anything in this Article III to the contrary, no Section in this Article III other than this Section 3.06 contains or extends any representation or warranty with respect to Intellectual Property Rights.



#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as follows:

SECTION 4.01. Organization and Good Standing. Purchaser is duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted. Purchaser is duly licensed or qualified to do business in the State of California.

SECTION 4.02. Authority. Purchaser has full power and authority to execute and deliver this Agreement and the Ancillary Agreements to which it is or will be a signatory and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Purchaser of this Agreement and each Ancillary Agreement to which it is or will be a signatory has been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement has been, and upon execution each Ancillary Agreement will be, duly executed and delivered by Purchaser and (assuming due authorization, execution and delivery by Seller and, if applicable in the case of the Ancillary Agreements, by each Subsidiary of Seller that is or will be a party thereto) this Agreement constitutes, and each Ancillary Agreement to which Purchaser is or will be a party constitutes or, when so executed and delivered, will constitute, a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject only to the effect, if any, of (a)

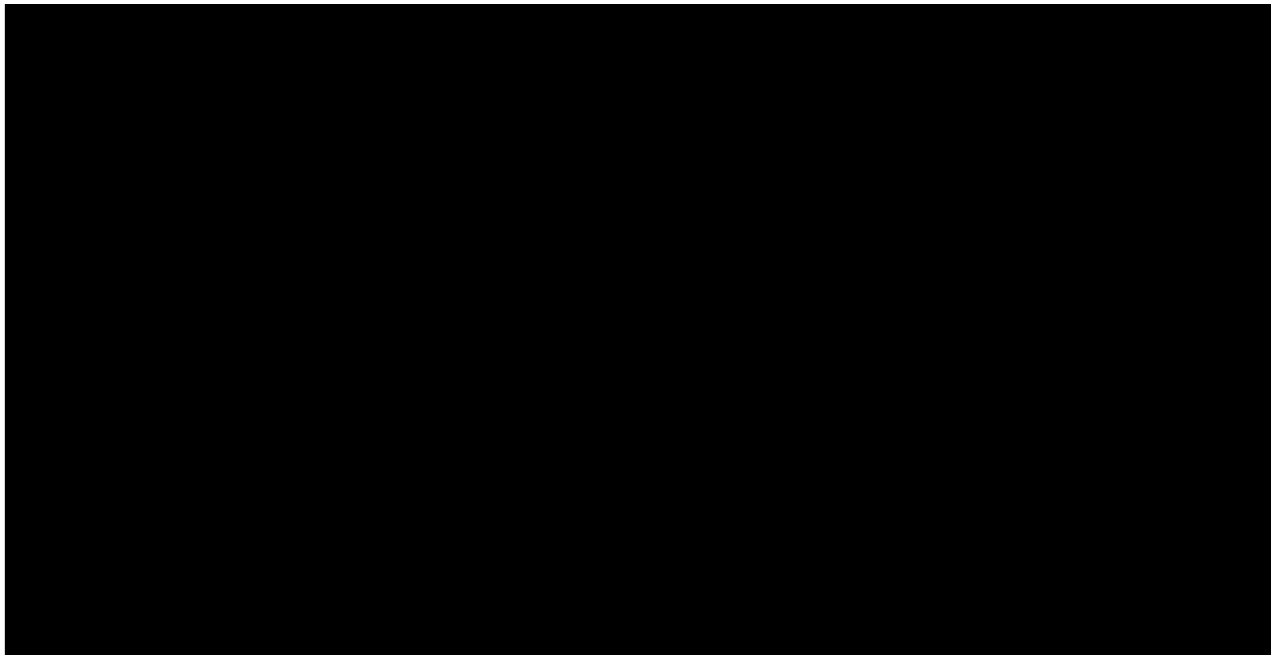
applicable bankruptcy and other similar Laws affecting the rights of creditors generally and (b) Laws governing specific performance, injunctive relief and other equitable remedies.

SECTION 4.03. No Conflict; Consents and Approvals. None of (a) the execution and delivery by Purchaser of this Agreement and the Ancillary Agreements, (b) the consummation by Purchaser of the transactions contemplated hereby or thereby or (c) the compliance by Purchaser with any of the provisions hereof or thereof, as the case may be, will:

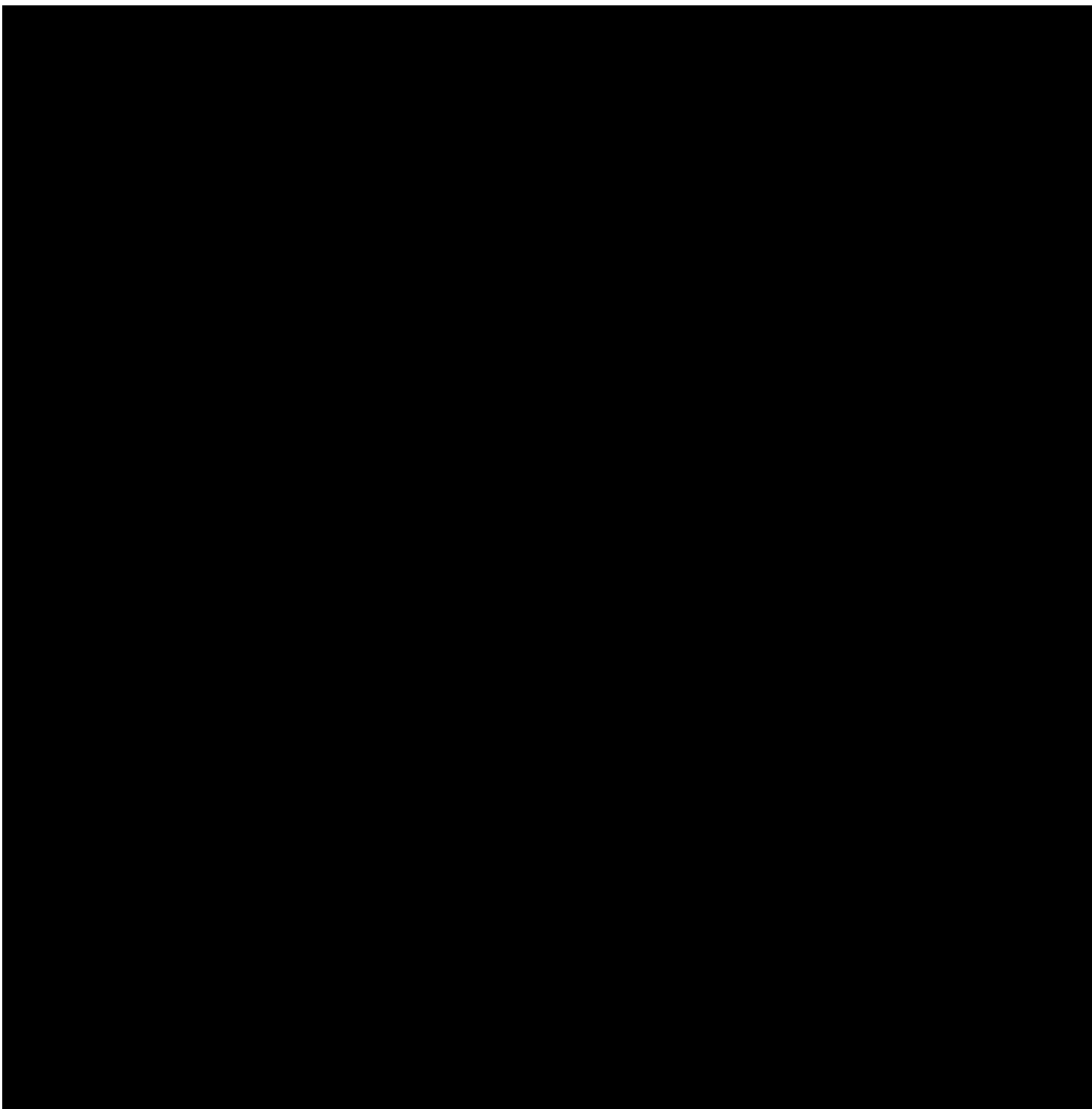
- (i) conflict with, or result in the breach of, any provision of the certificate of incorporation or by-laws of Purchaser;
- (ii) require Purchaser to make any filing with, or obtain any Consent from, any Governmental Authority;
- (iii) conflict with, violate or result in the breach by Purchaser of any applicable Law; or
- (iv) conflict with, violate, result in the breach or termination of or constitute a default under, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument to which Purchaser is a party or signatory or by which any of its properties is bound;

except for such matters that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect upon Purchaser's ability to carry out its obligations under, and to consummate, or to impede or delay in any material respect the consummation of, the transactions contemplated by, this Agreement and the Ancillary Agreements.

SECTION 4.04. Absence of Litigation. There are no Actions pending or, to the knowledge of Purchaser, threatened to which Purchaser or any of its Affiliates or their properties or assets would be subject that, individually or in the aggregate, would reasonably be expected to have a material adverse effect upon Purchaser's ability to carry out its obligations under, and to consummate, or to impede or delay in any material respect the consummation of, the transactions contemplated by, this Agreement and the Ancillary Agreements or that relate to this Agreement, any Ancillary Agreement or the transactions contemplated hereby or thereby.



There are no outstanding bonds, debentures, notes or other indebtedness having the right to vote on any matters which shareholders of the Purchaser may vote upon.



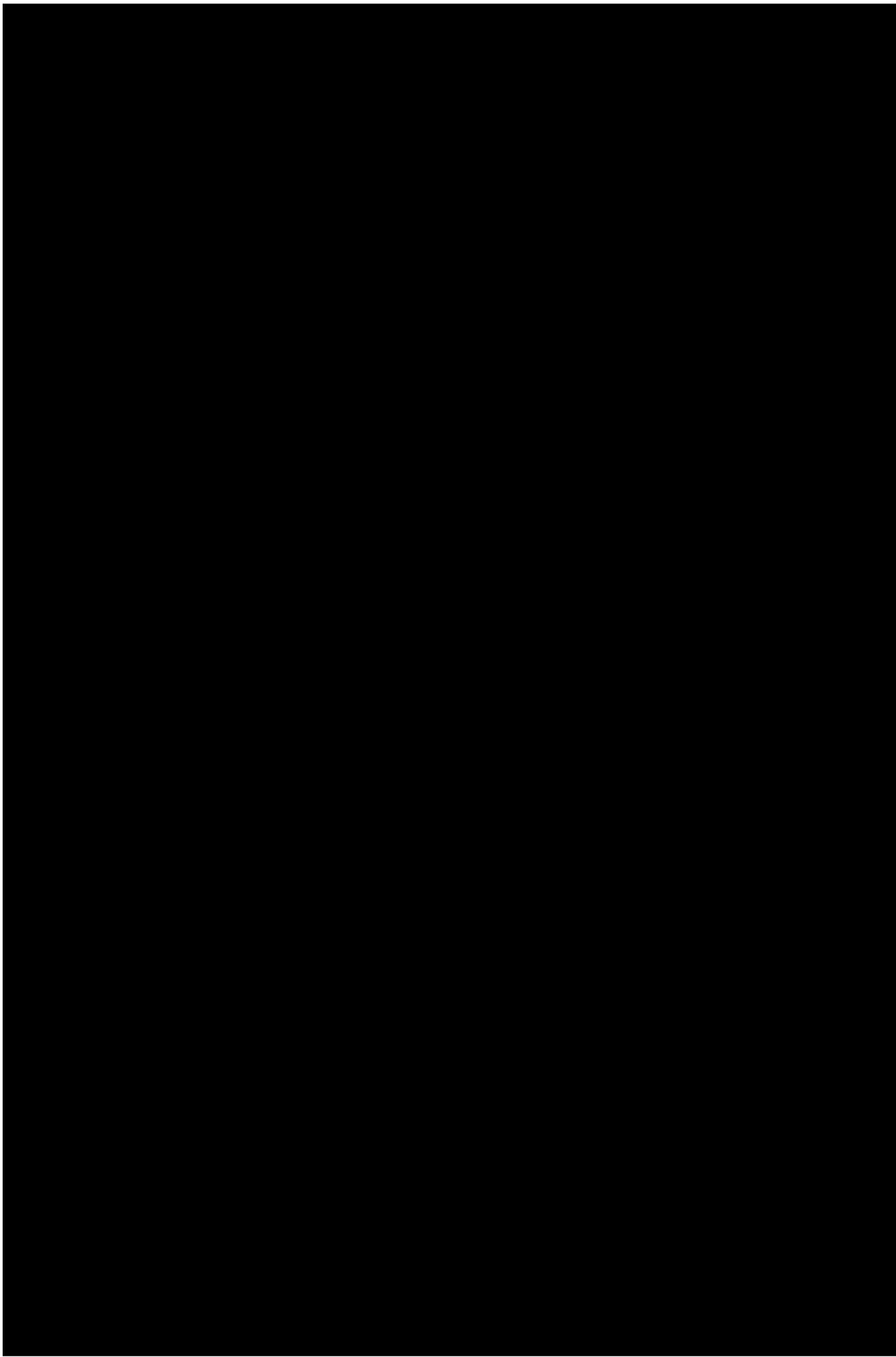
ARTICLE V

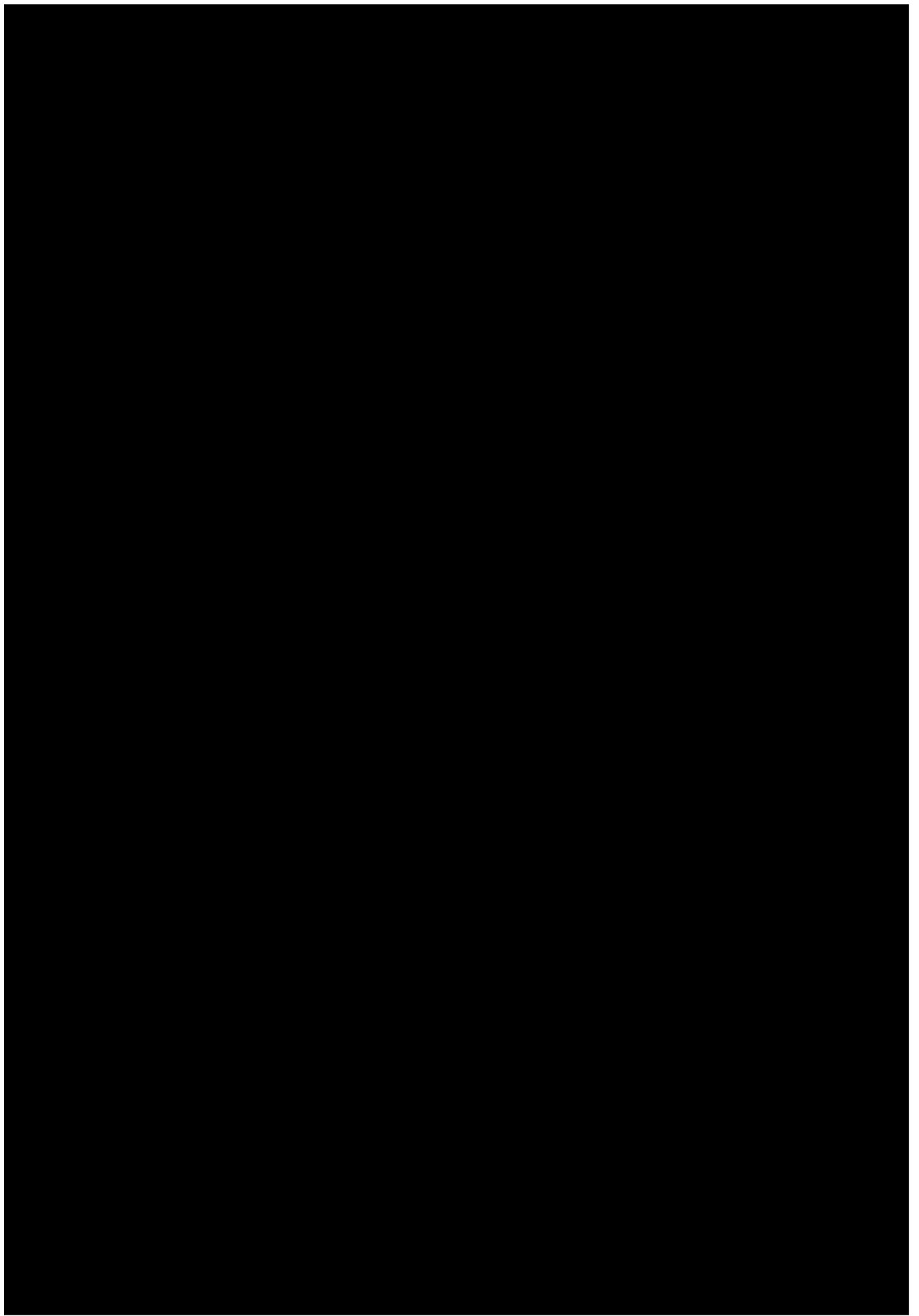
COVENANTS

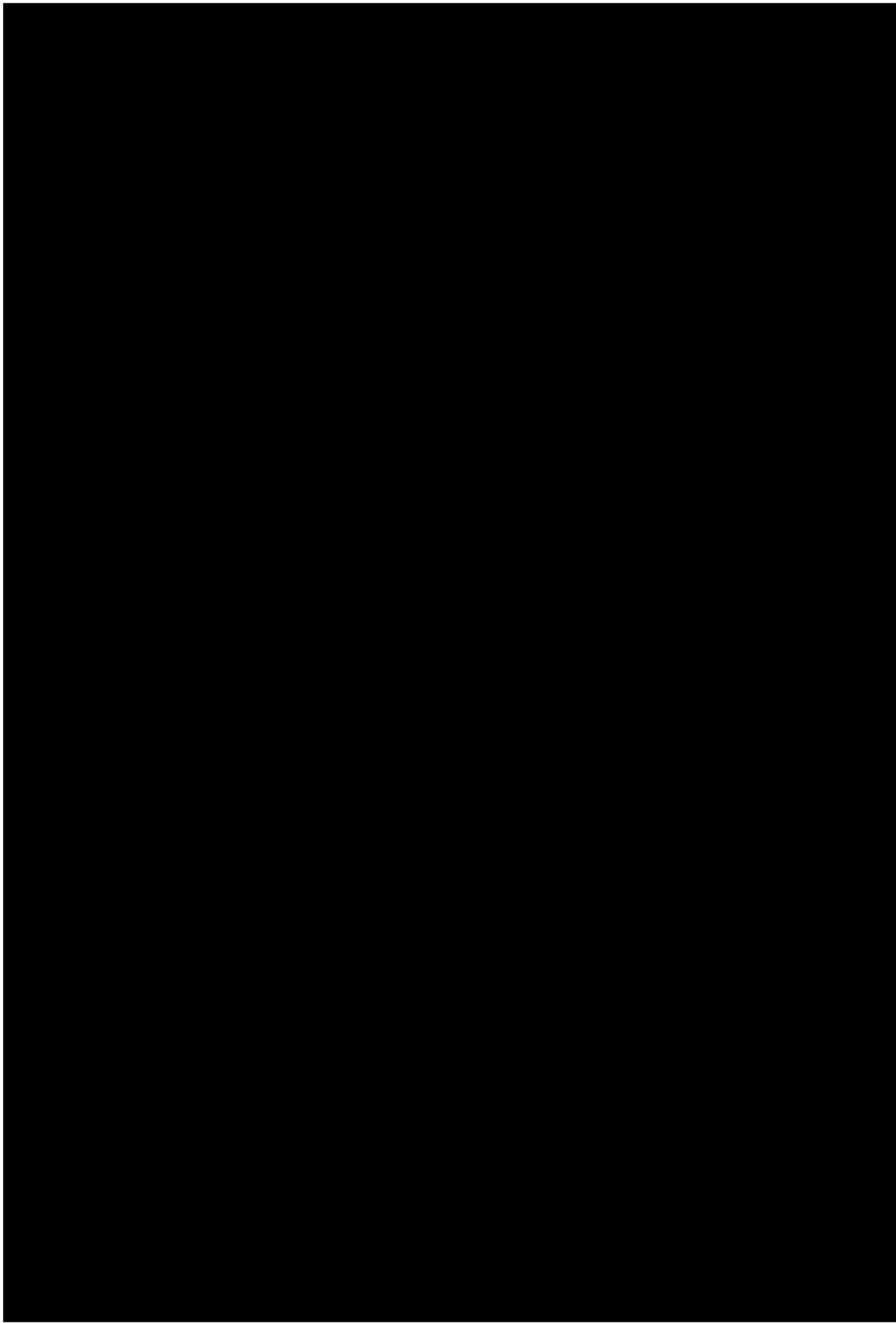
SECTION 5.01. Confidentiality; Publicity.

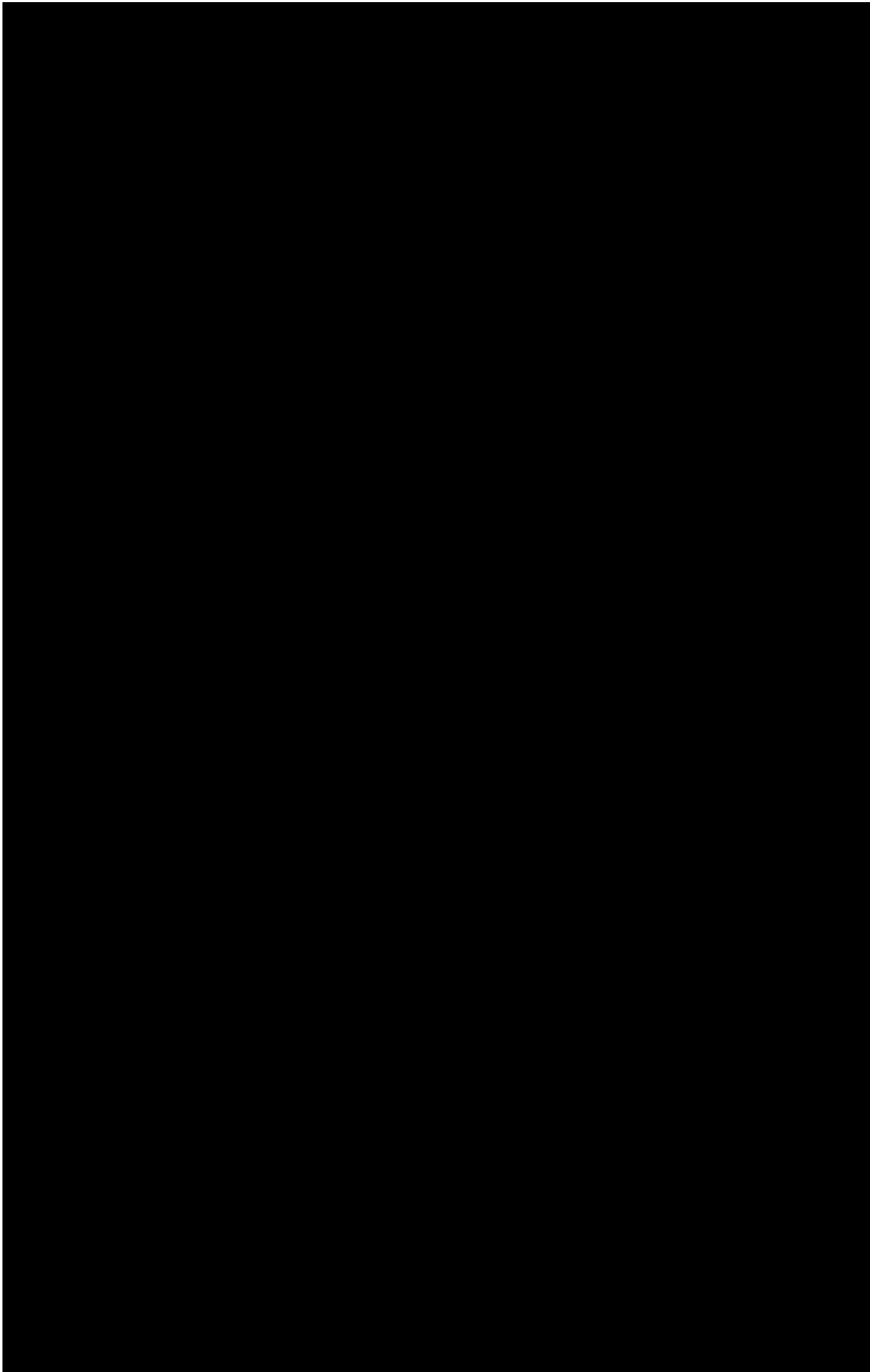


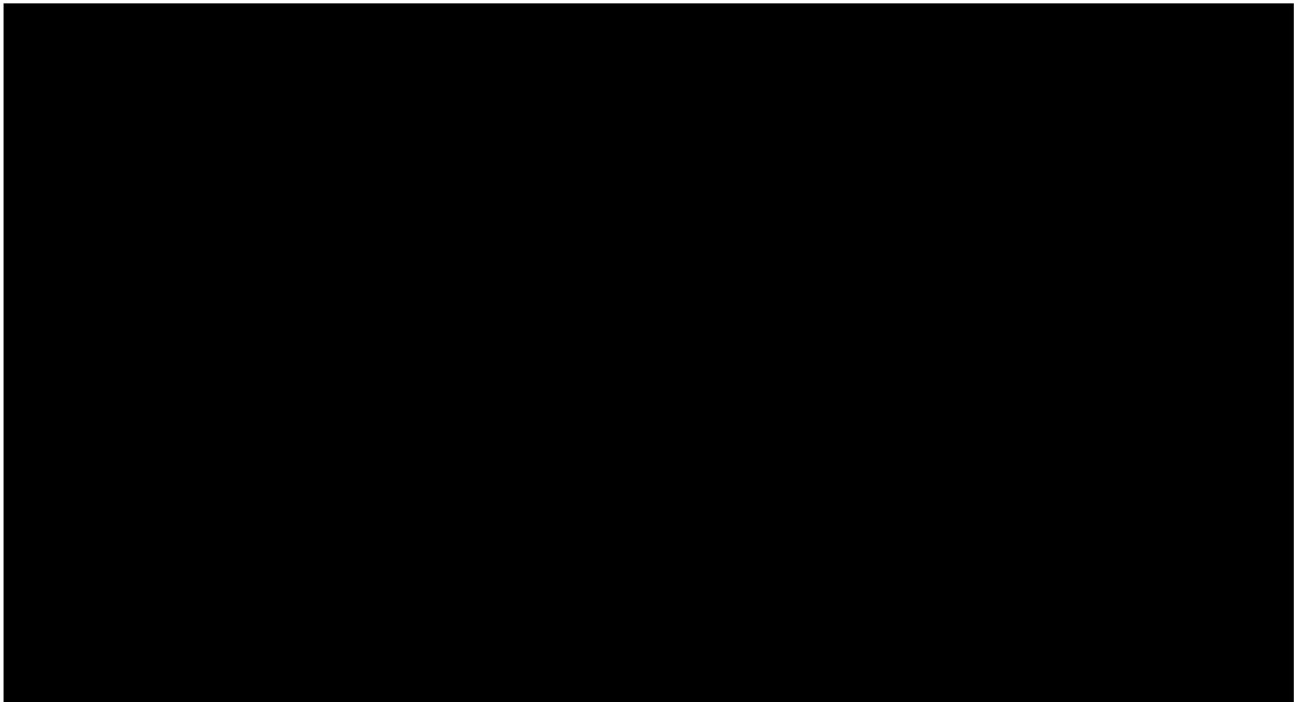






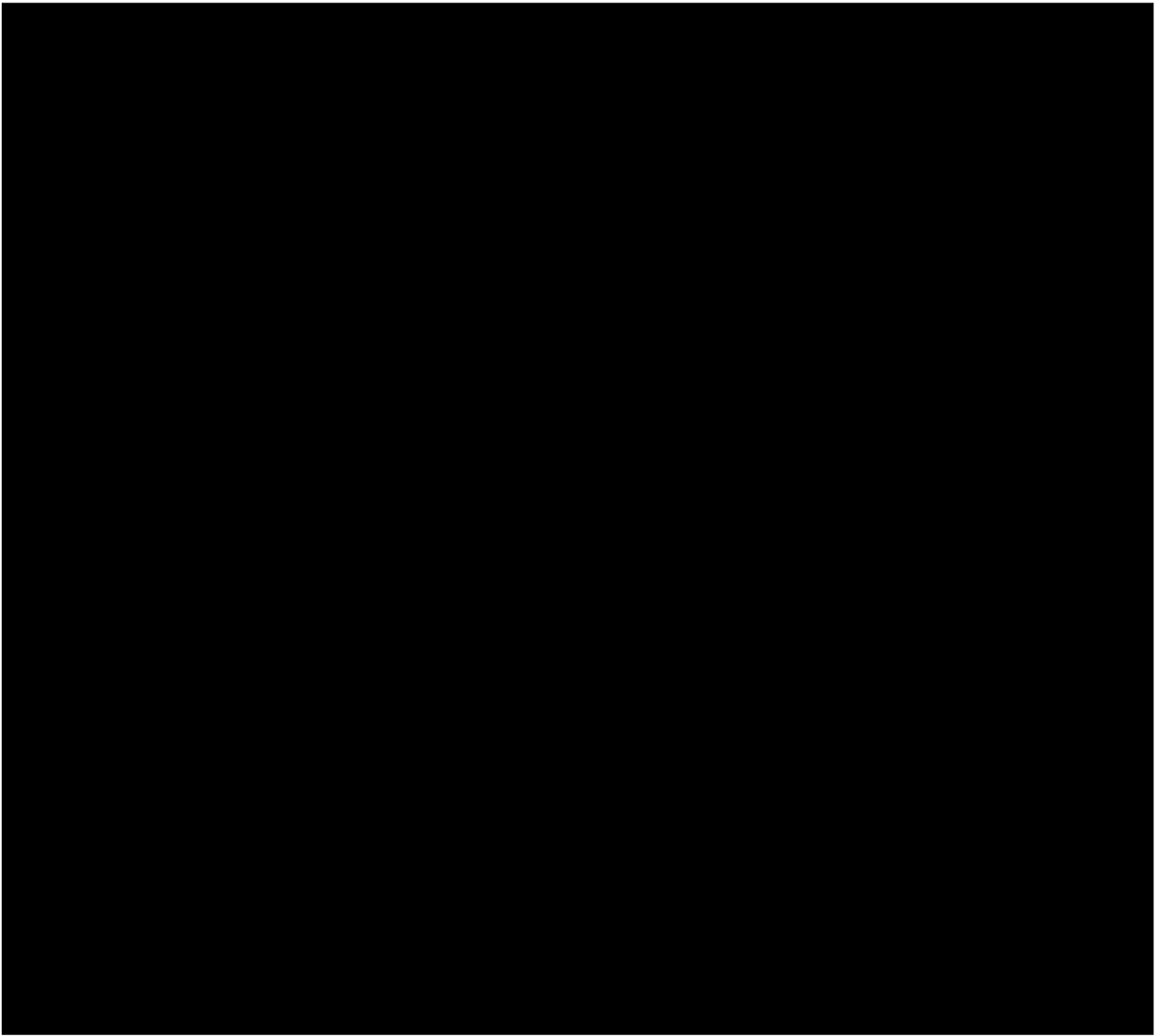


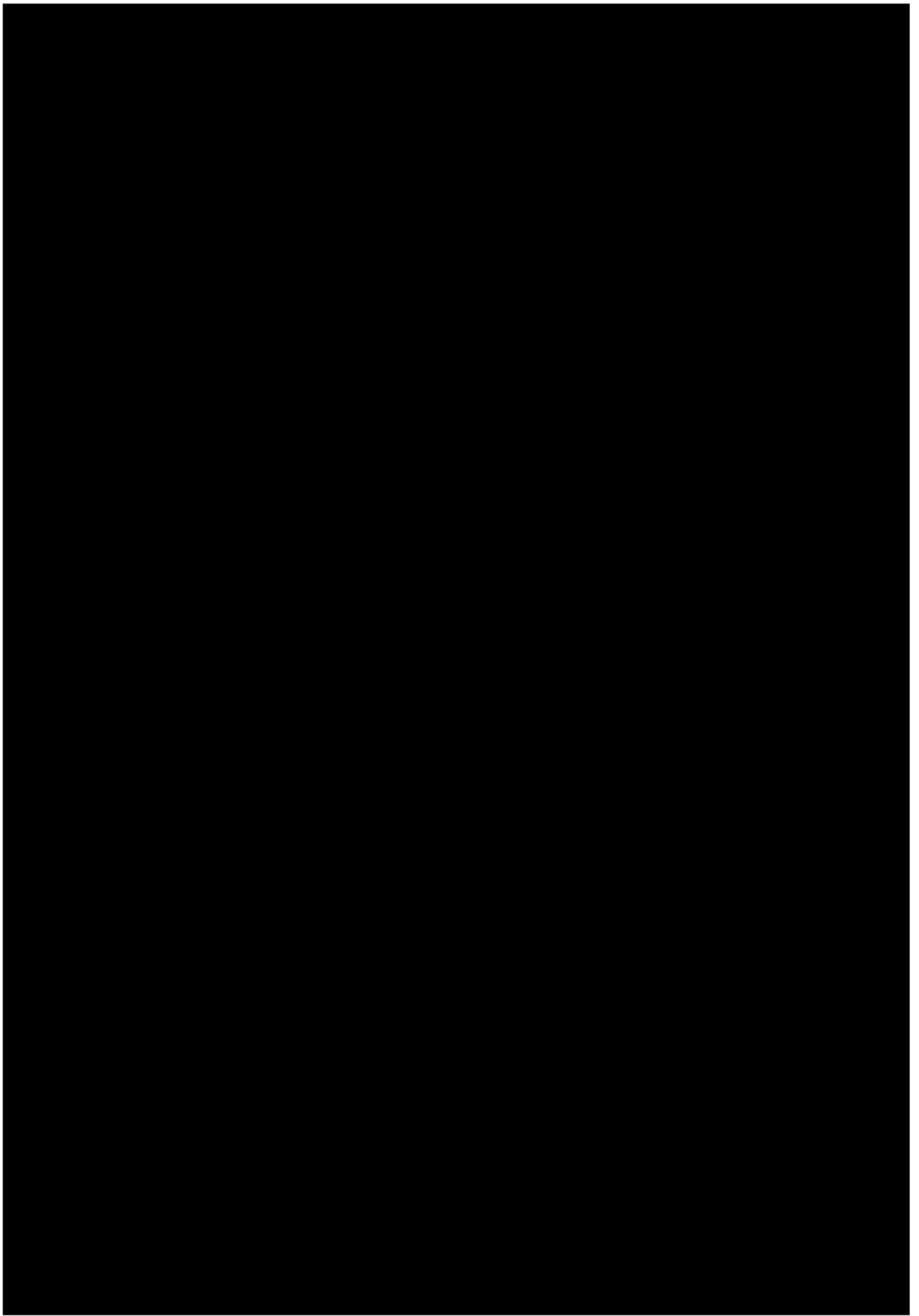


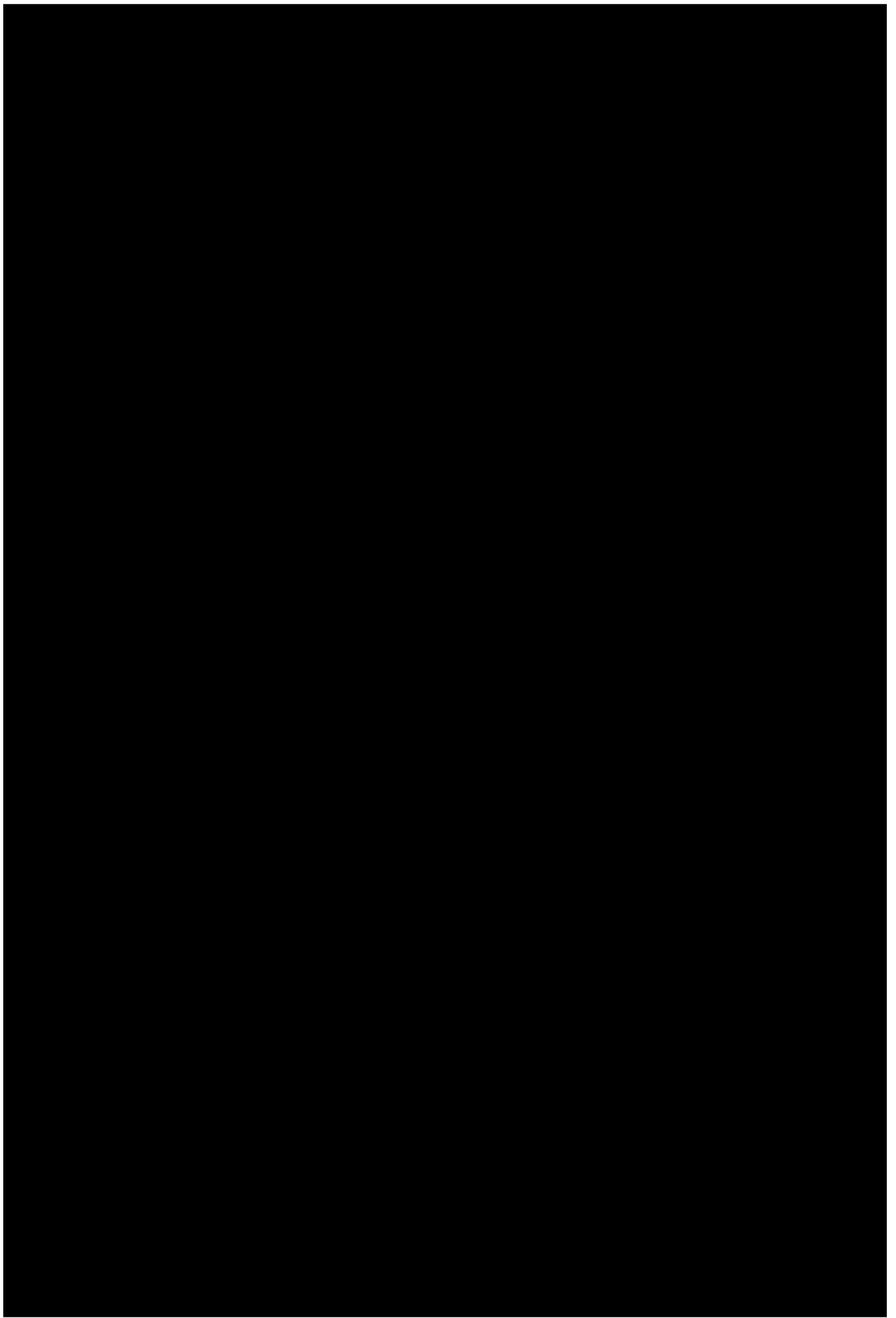


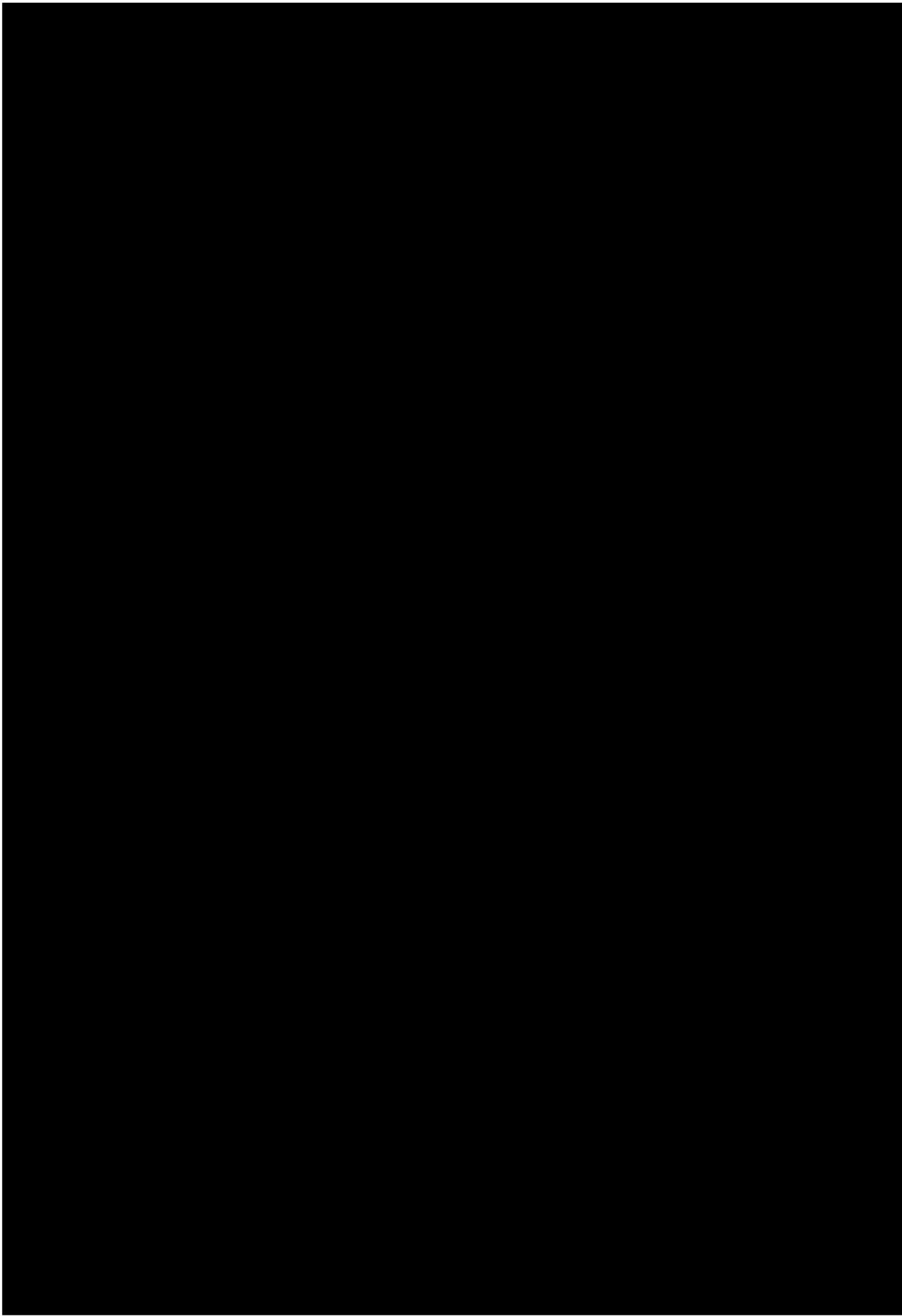
ARTICLE VIII

INDEMNIFICATION











ARTICLE IX

GENERAL PROVISIONS

SECTION 9.01. Waiver. Either party may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties of the other party contained herein or in any document delivered pursuant to this Agreement or (c) waive compliance by the other party with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any failure to assert, or delay in the assertion of, rights under this Agreement shall not constitute a waiver of those rights.

SECTION 9.02. Expenses.

(a) Except as otherwise provided in this Agreement or the Ancillary Agreements, the parties shall bear their respective direct and indirect costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby.

(b) Unless otherwise indicated, all dollar amounts stated in this Agreement are stated in U.S. currency and all payments required under this Agreement shall be paid in U.S. currency in immediately available funds.

SECTION 9.03. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective Persons at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.03):

If to Seller:

VeriSign, Inc.  
487 East Middlefield Road, Building 2  
Mountain View, CA 94043  
Attention: General Counsel  
Fax Number: (650) 426-5113

with copies (which shall not constitute notice) to:

VeriSign, Inc.  
487 East Middlefield Road, Building 2  
Mountain View, CA 94043  
Attention: Kevin Werner  
Fax Number: (650) 426-5113

and

Cleary Gottlieb Steen & Hamilton LLP  
2000 Pennsylvania Avenue, NW  
Washington, DC 20006  
Attention: Paul D. Marquardt  
Fax Number: (202) 974-1999

If to Purchaser:

Kontiki, Inc.  
c/o MK Capital Management, LLC  
1033 Skokie Boulevard, Suite 430  
Northbrook, Illinois 60062  
Attention: Mark T. Koulogeorge  
Fax Number: (312) 324-7584

with a copy (which shall not constitute notice) to:

McDermott Will & Emery LLP  
227 West Monroe Street, 47th Floor  
Chicago, Illinois 60606  
Attention: Timothy R. M. Bryant  
Fax Number: (312) 984-7700

SECTION 9.04. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

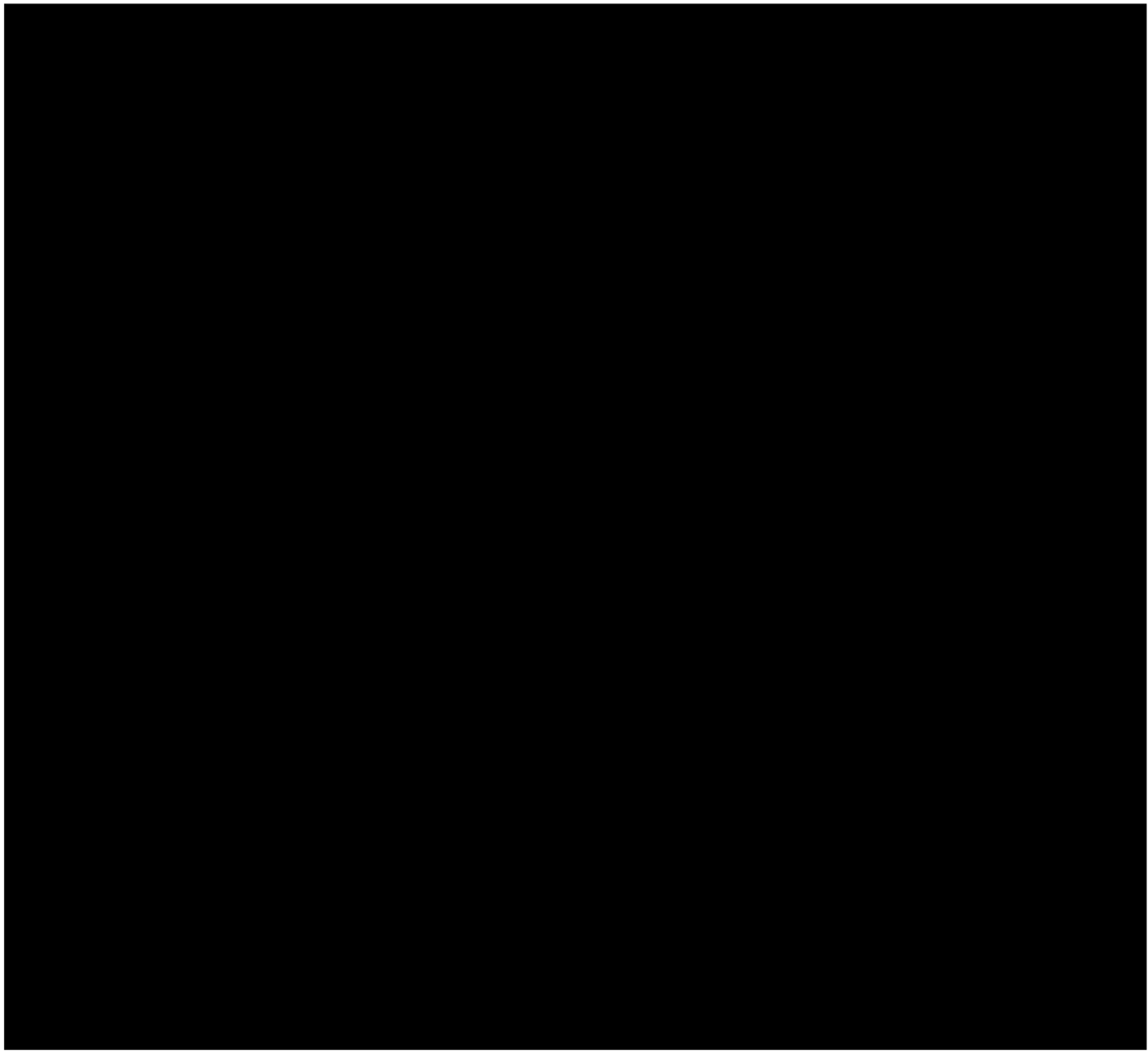
SECTION 9.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any applicable Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not fundamentally changed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.


SECTION 9.06. Entire Agreement. This Agreement, together with the Ancillary Agreements and the Confidentiality Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between Seller and Purchaser with respect to the subject matter hereof.

SECTION 9.07. Assignment. Except as explicitly provided herein, neither party may directly or indirectly transfer any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported transfer or delegation in violation of this Section 9.07 shall be null and void.

SECTION 9.08. No Third-Party Beneficiaries. Except for the rights of the Purchaser Indemnified Persons and Seller Indemnified Persons under Article VIII, this Agreement is for the sole benefit of the parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 9.09. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by the parties.





SECTION 9.11. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 9.12. No Presumption. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provisions.

SECTION 9.13. Availability of Equitable Relief. The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with the terms hereof.

SECTION 9.14. Time of Essence. Each of the parties hereto hereby agrees that, with regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

KONTIKI, INC.

By: \_\_\_\_\_

Name:

Title:

*[Handwritten Signature]*  
*Eric J. Armstrong*  
*President*

VERISIGN, INC.

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**KONTIKI, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**VERISIGN, INC.**

By: Kevin A. Werner  
Name: KEVIN A. WERNER  
Title: SVP, CORP DEV & STRATEGY

**SELLER DISCLOSURE SCHEDULE TO  
THE ACQUISITION AGREEMENT**

BY AND BETWEEN

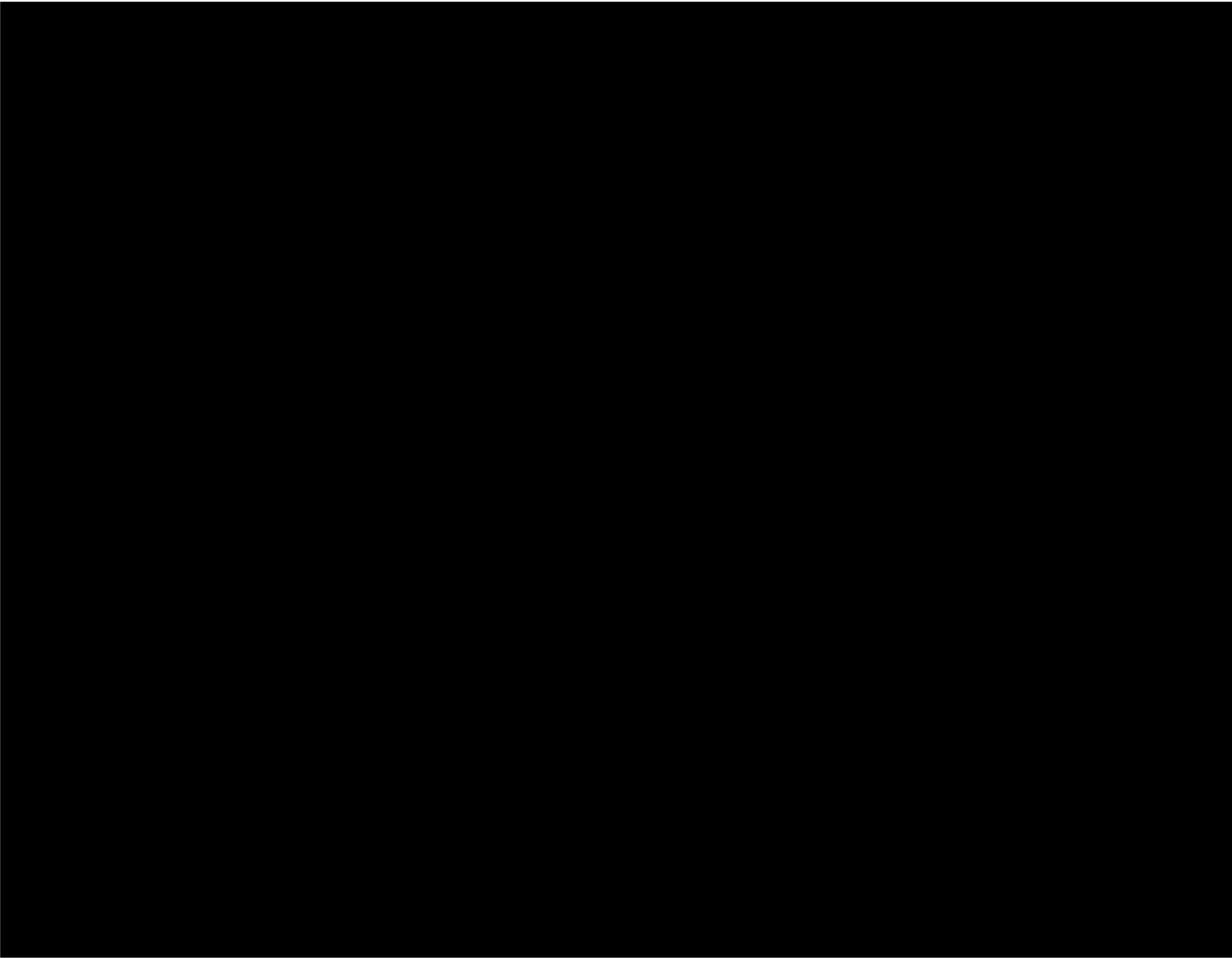
**VERISIGN, INC.,**  
a Delaware corporation

AND

**KONTIKI, INC.,**  
a Delaware corporation

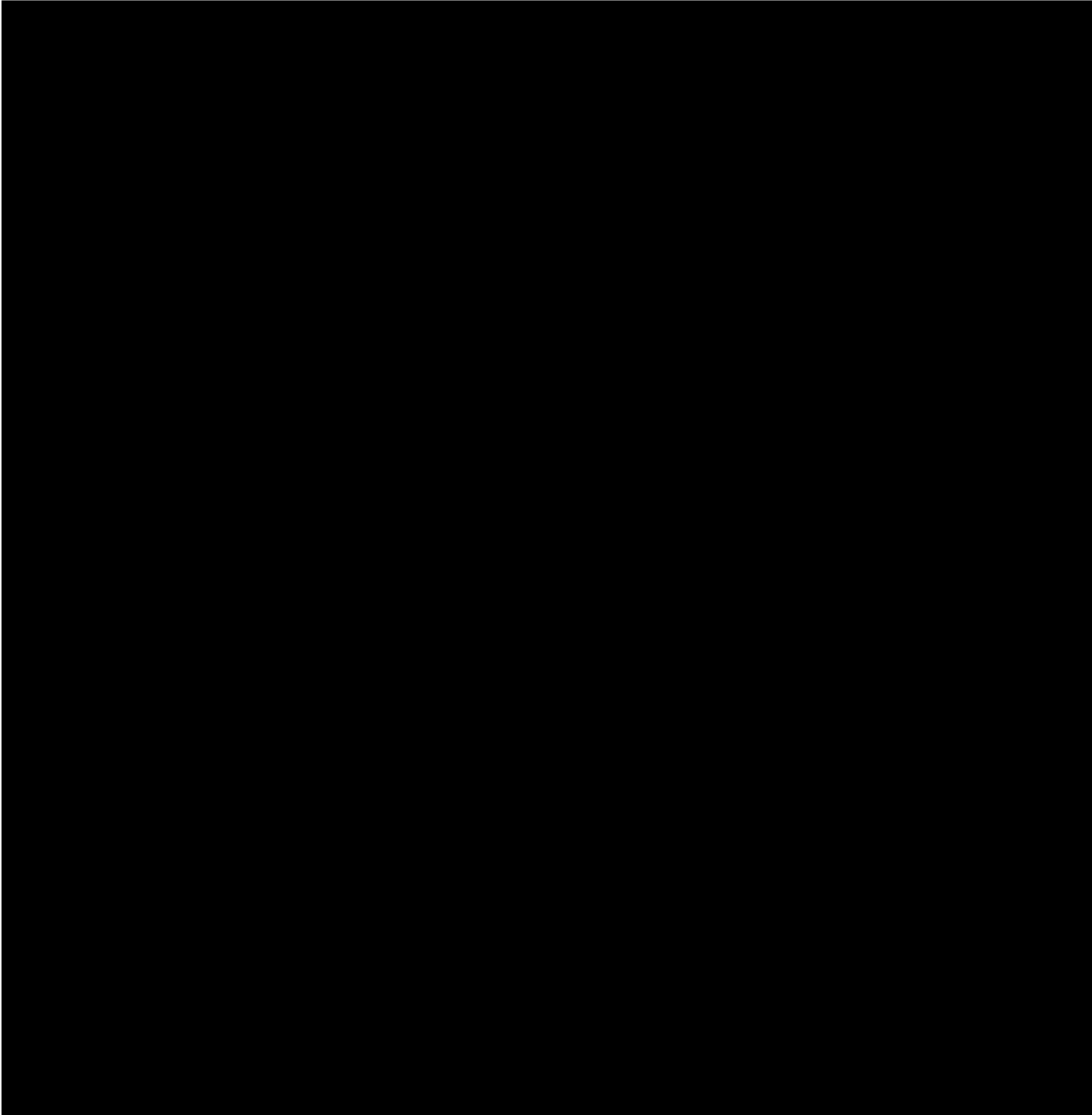
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PURPOSES WHATSOEVER  
AS OF APRIL 30, 2008**

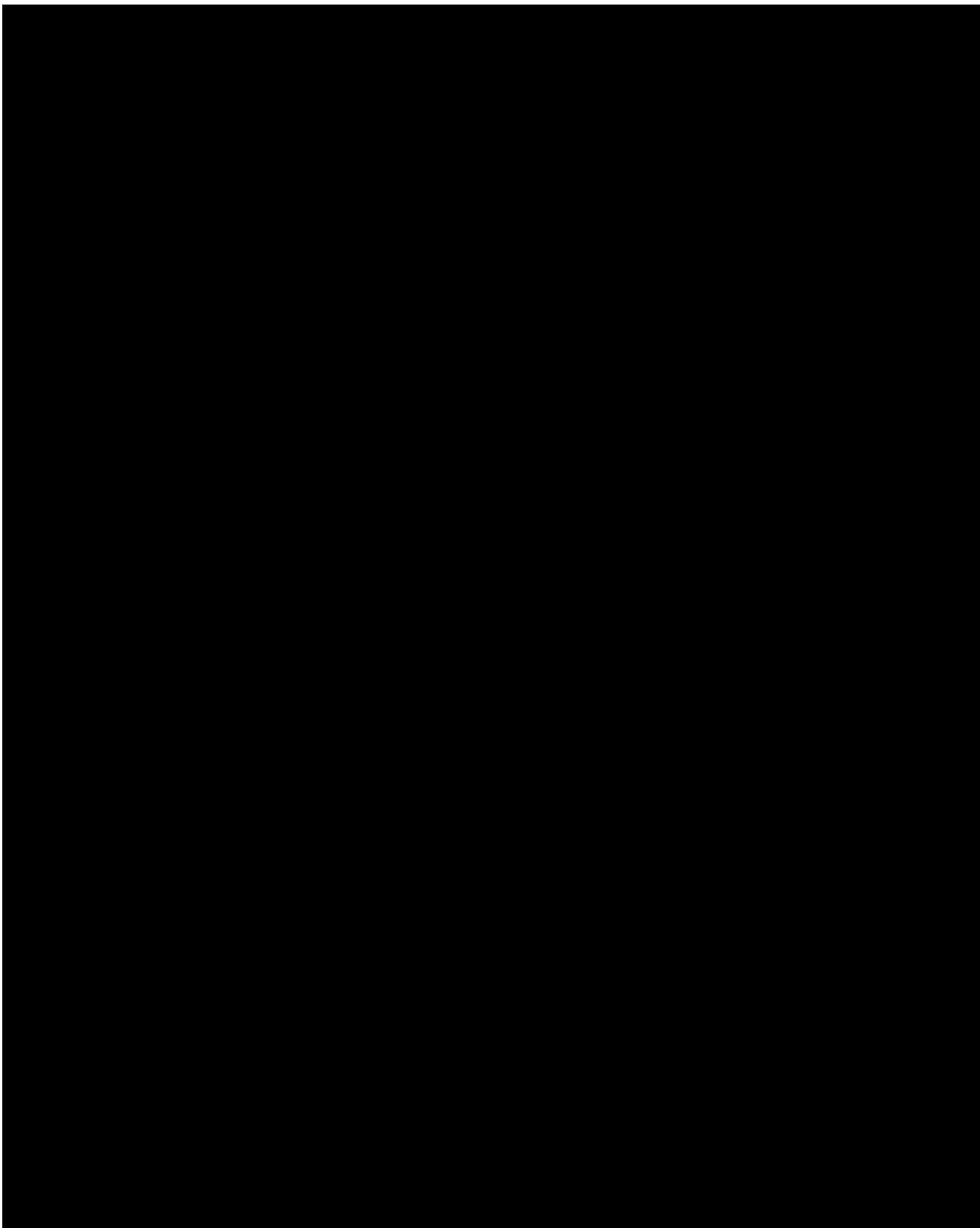
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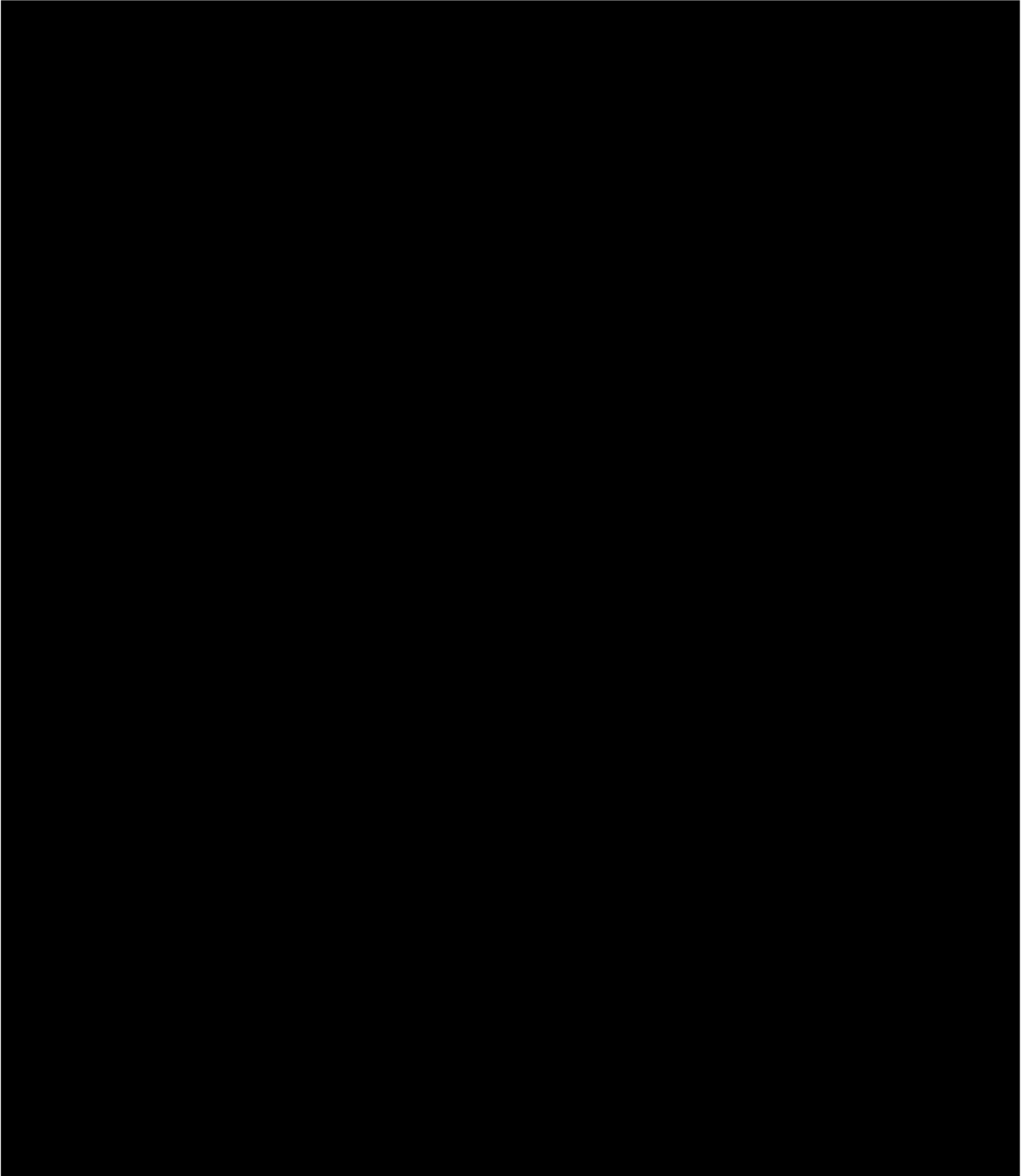


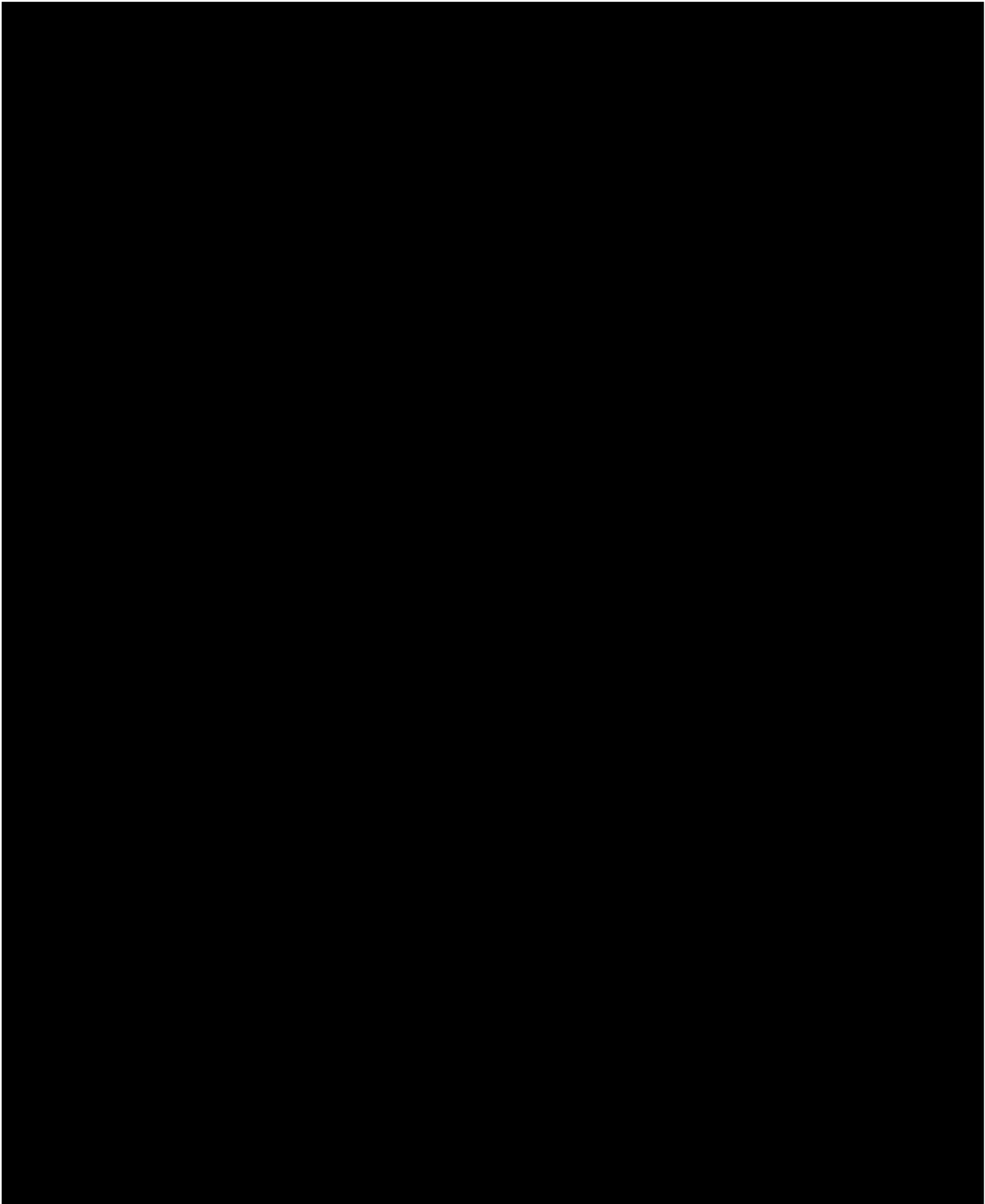


Section 1.01(a)(i)



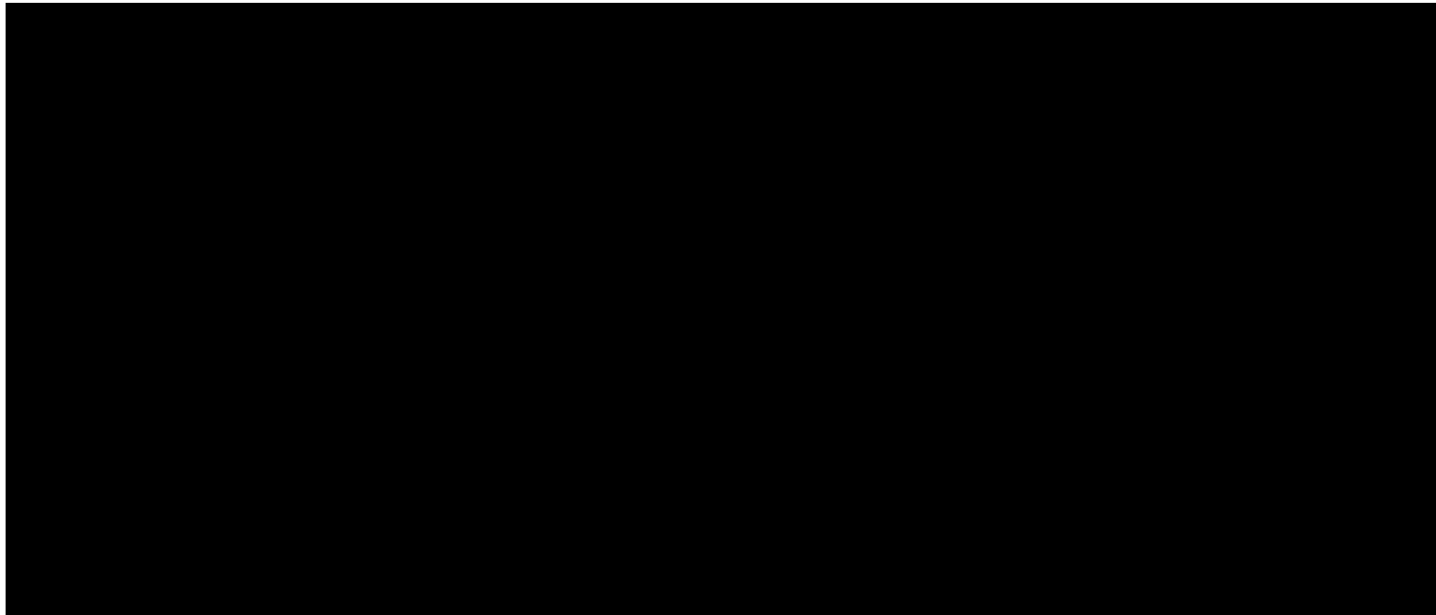


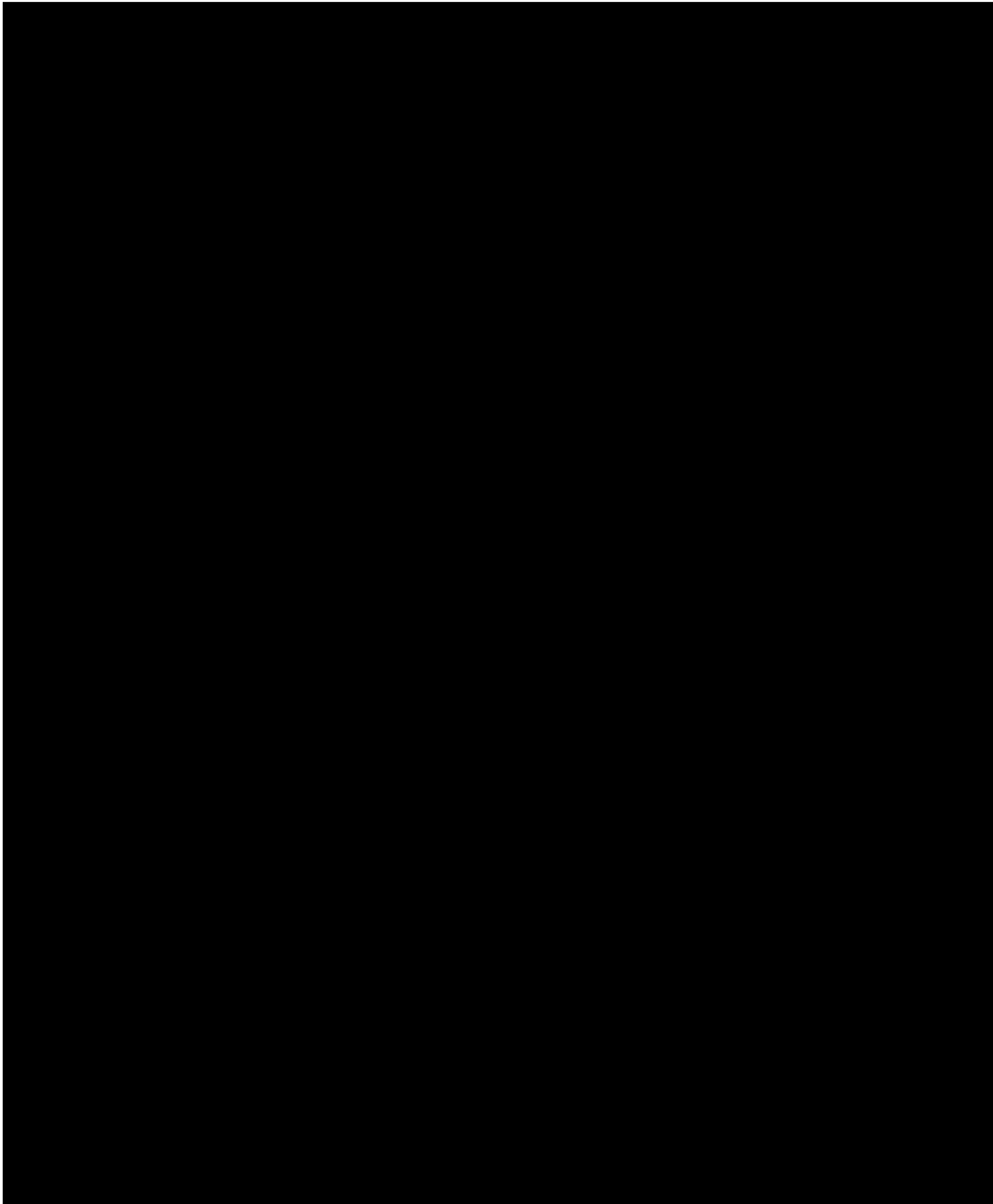




[Washington DC #386951 v5]

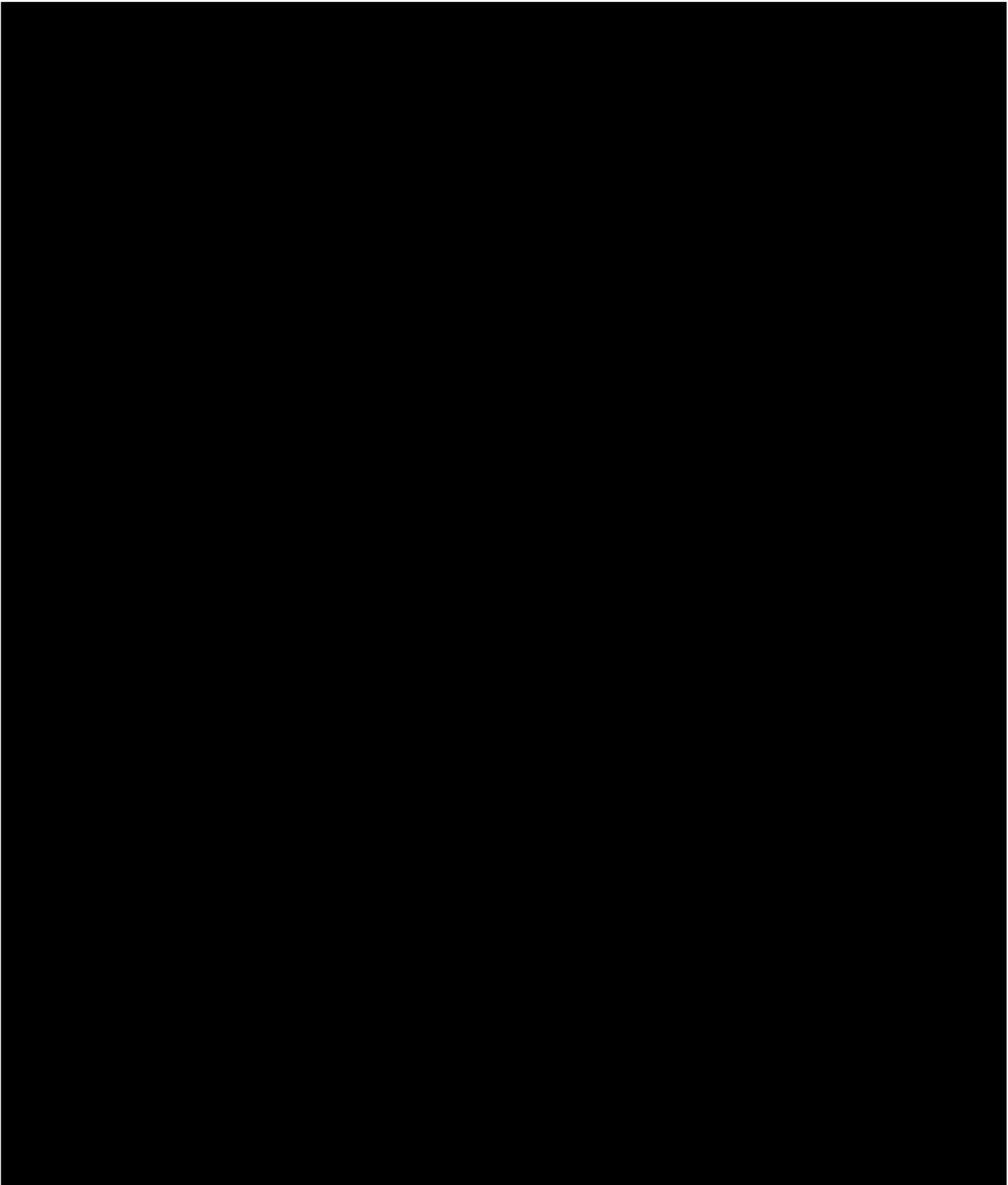
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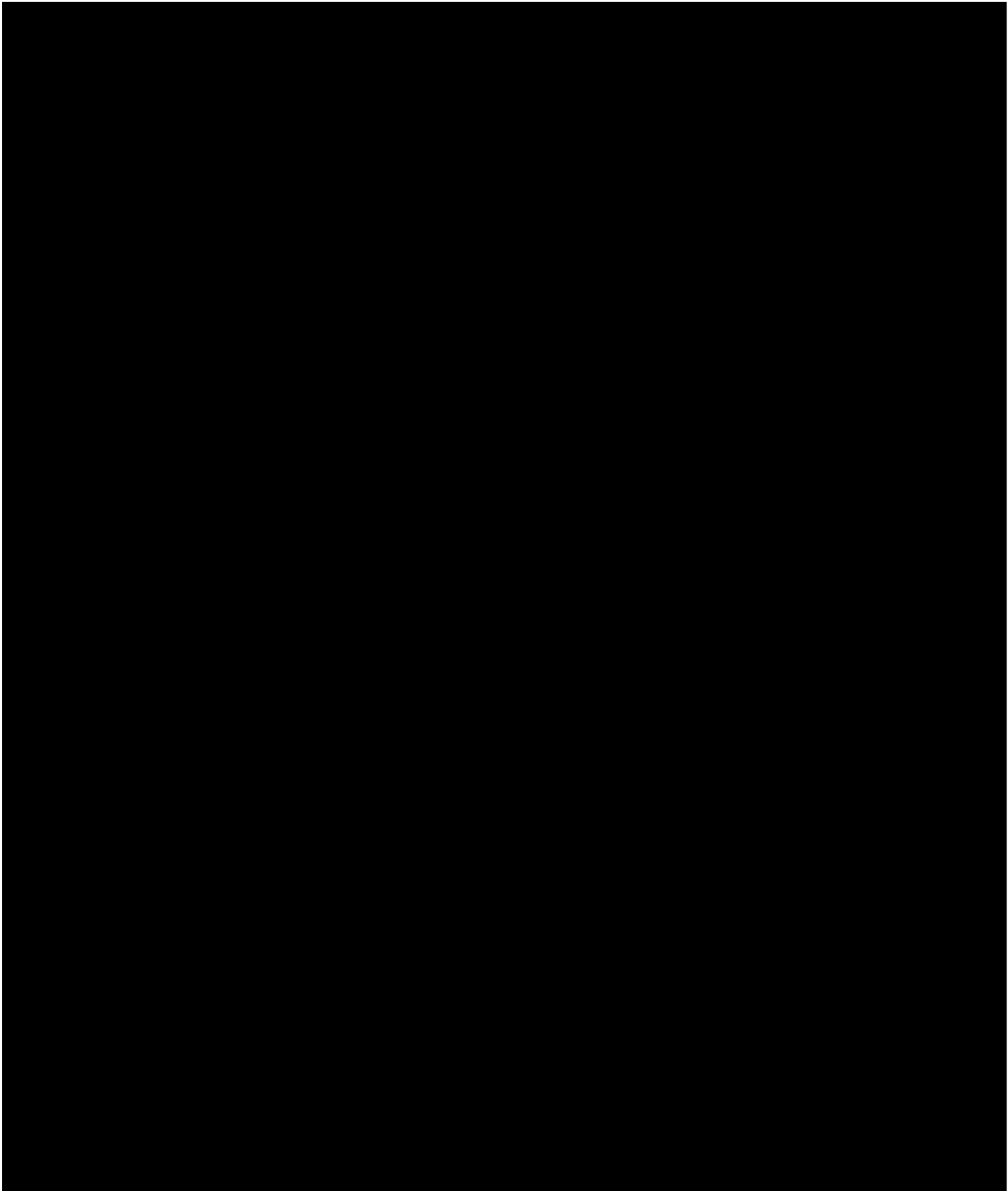




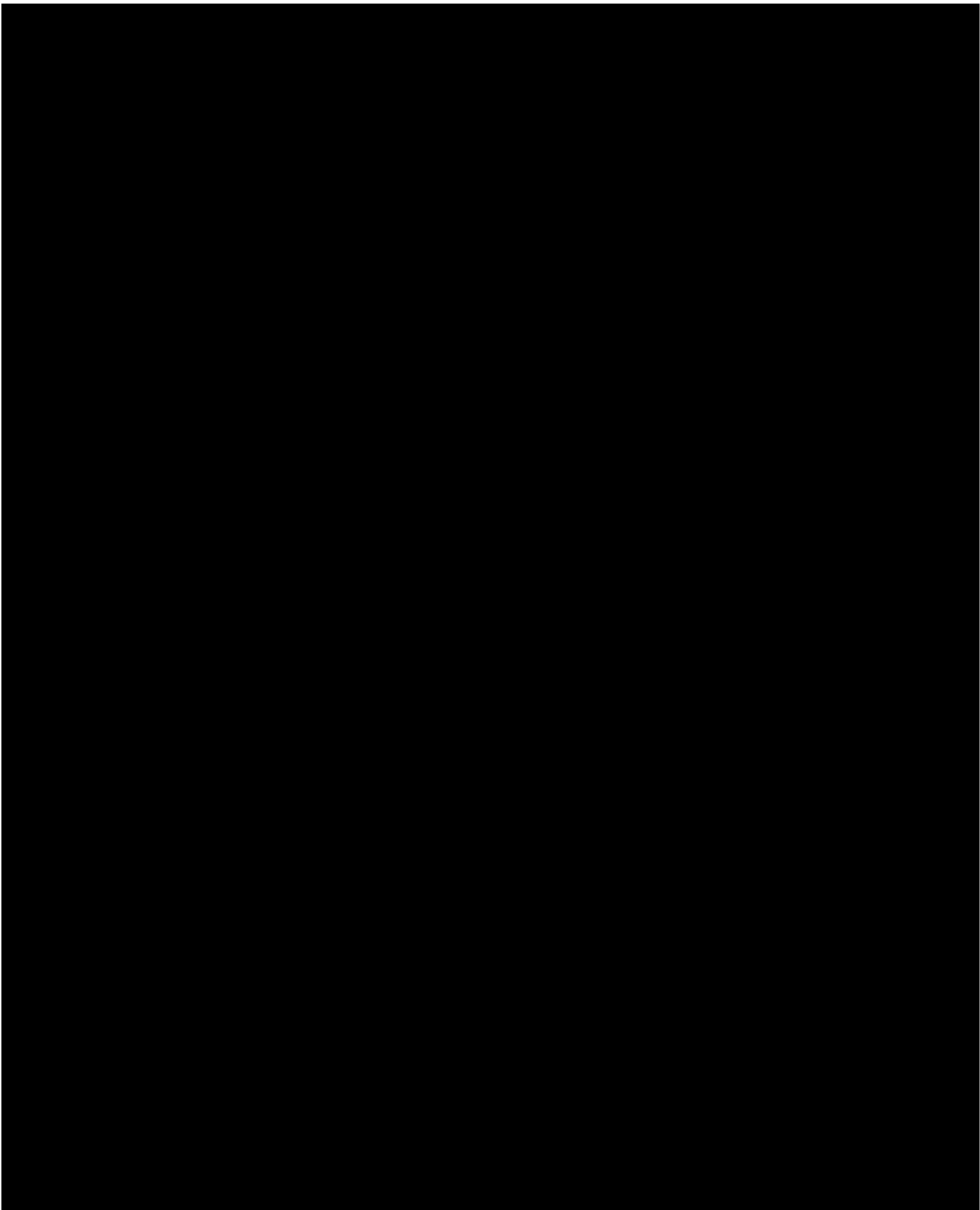
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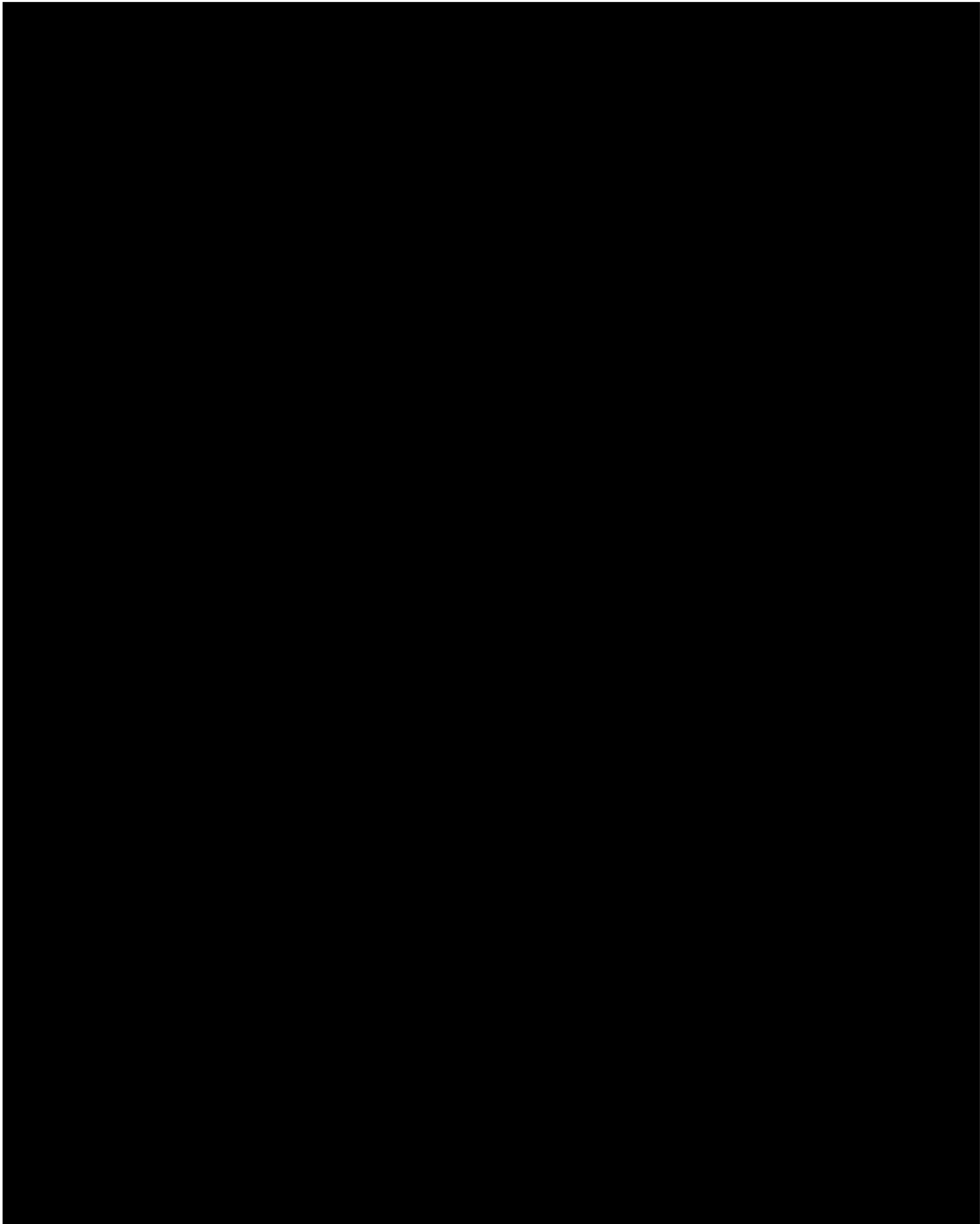
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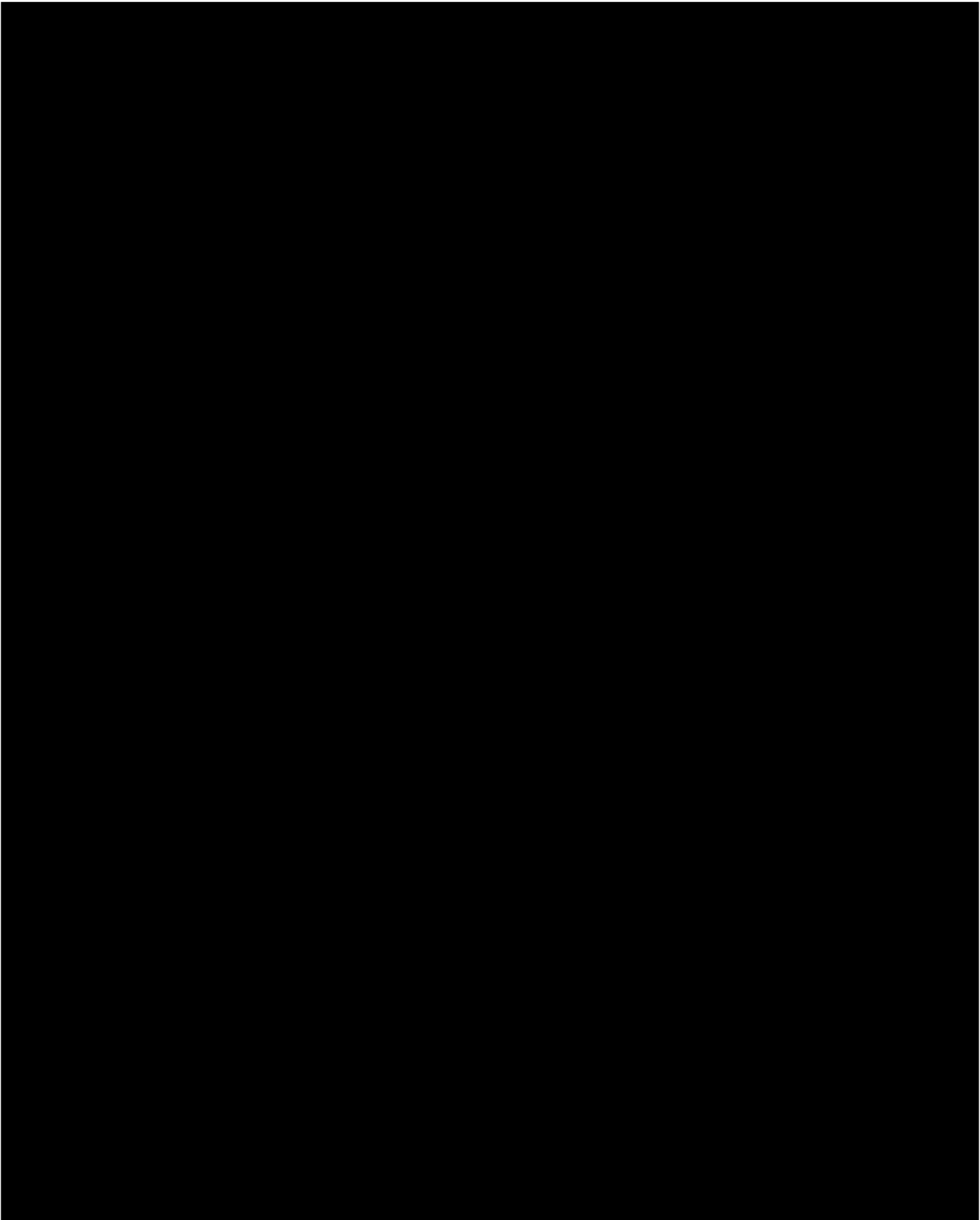






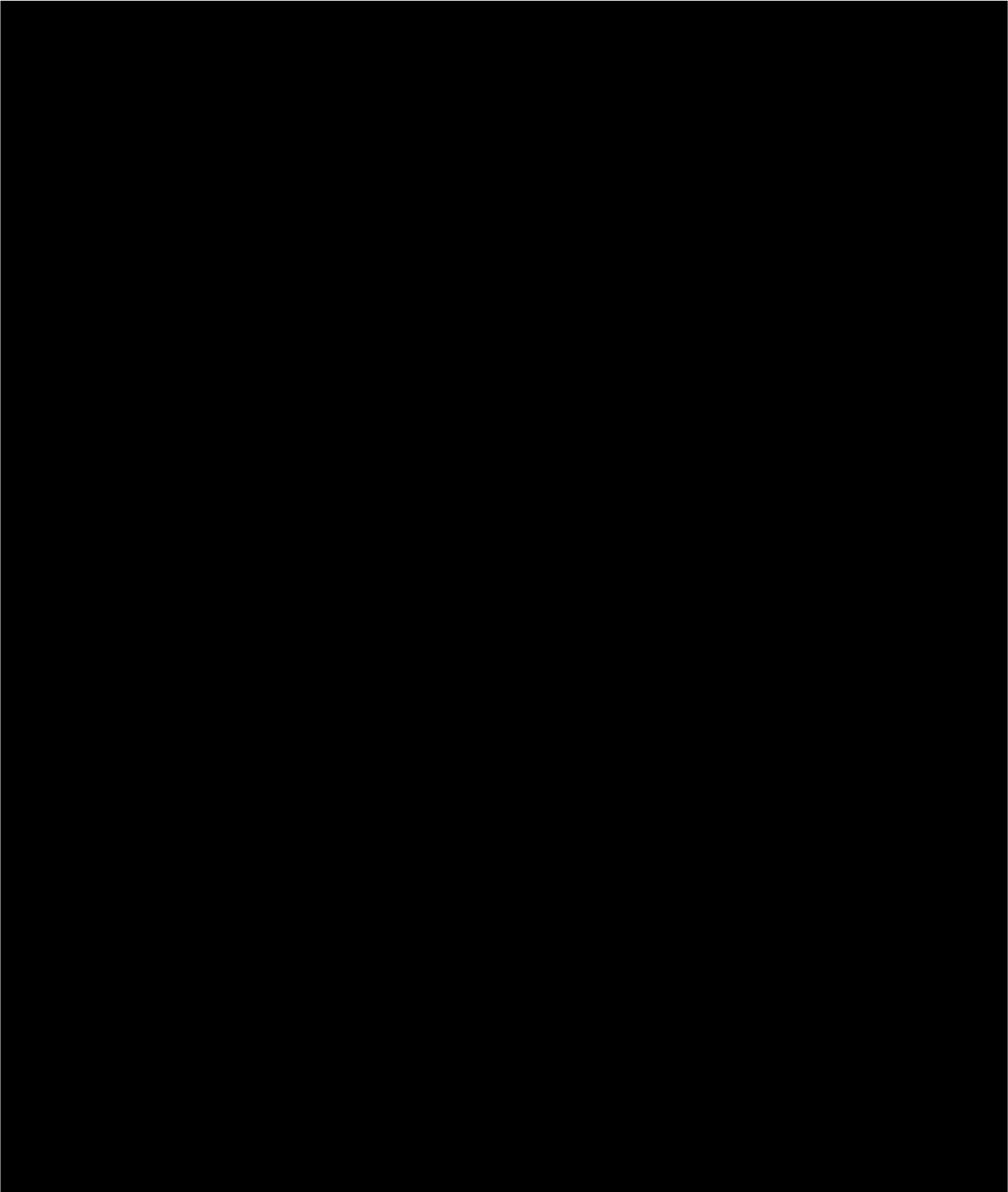
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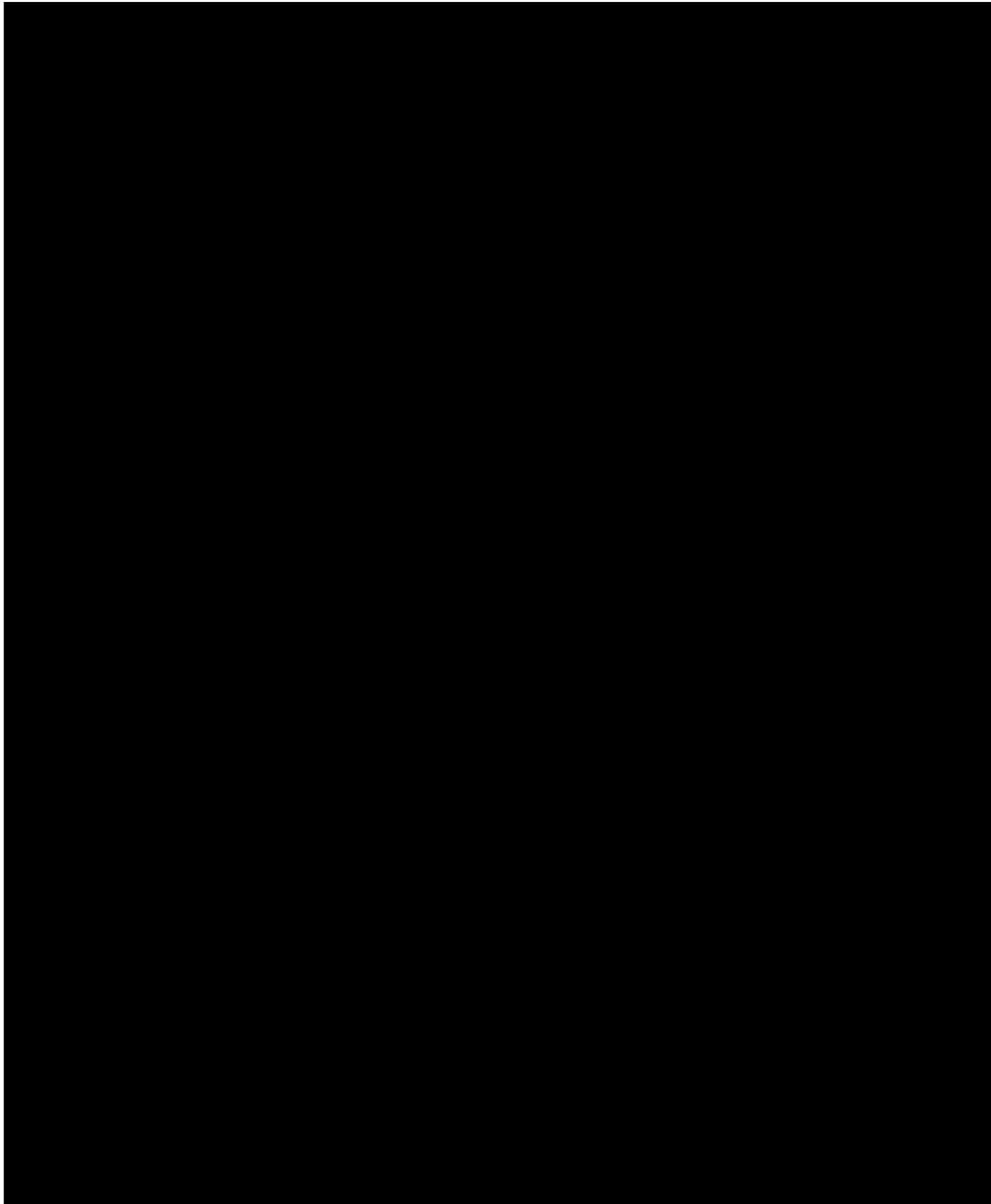
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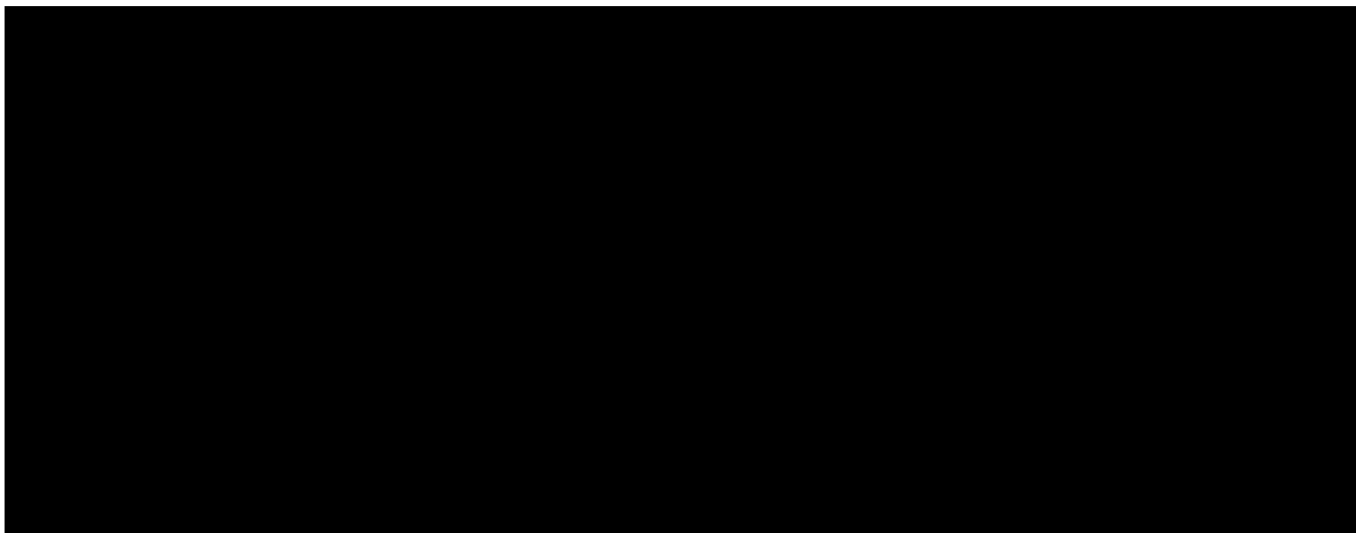


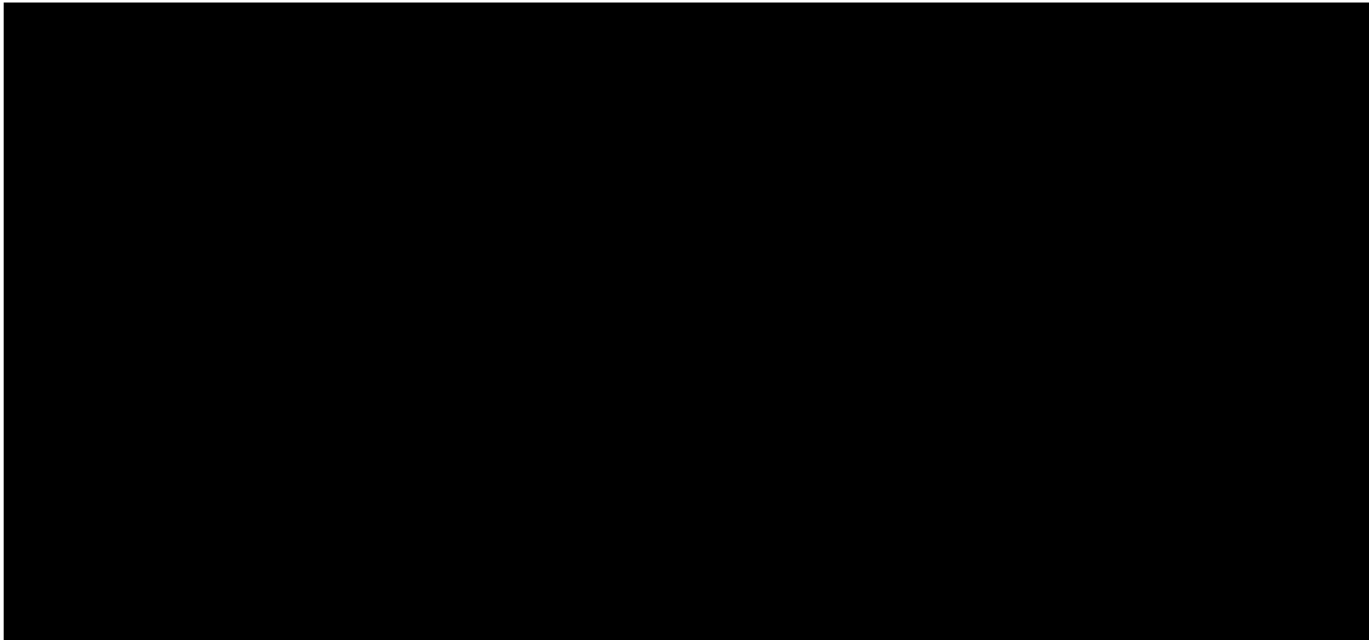
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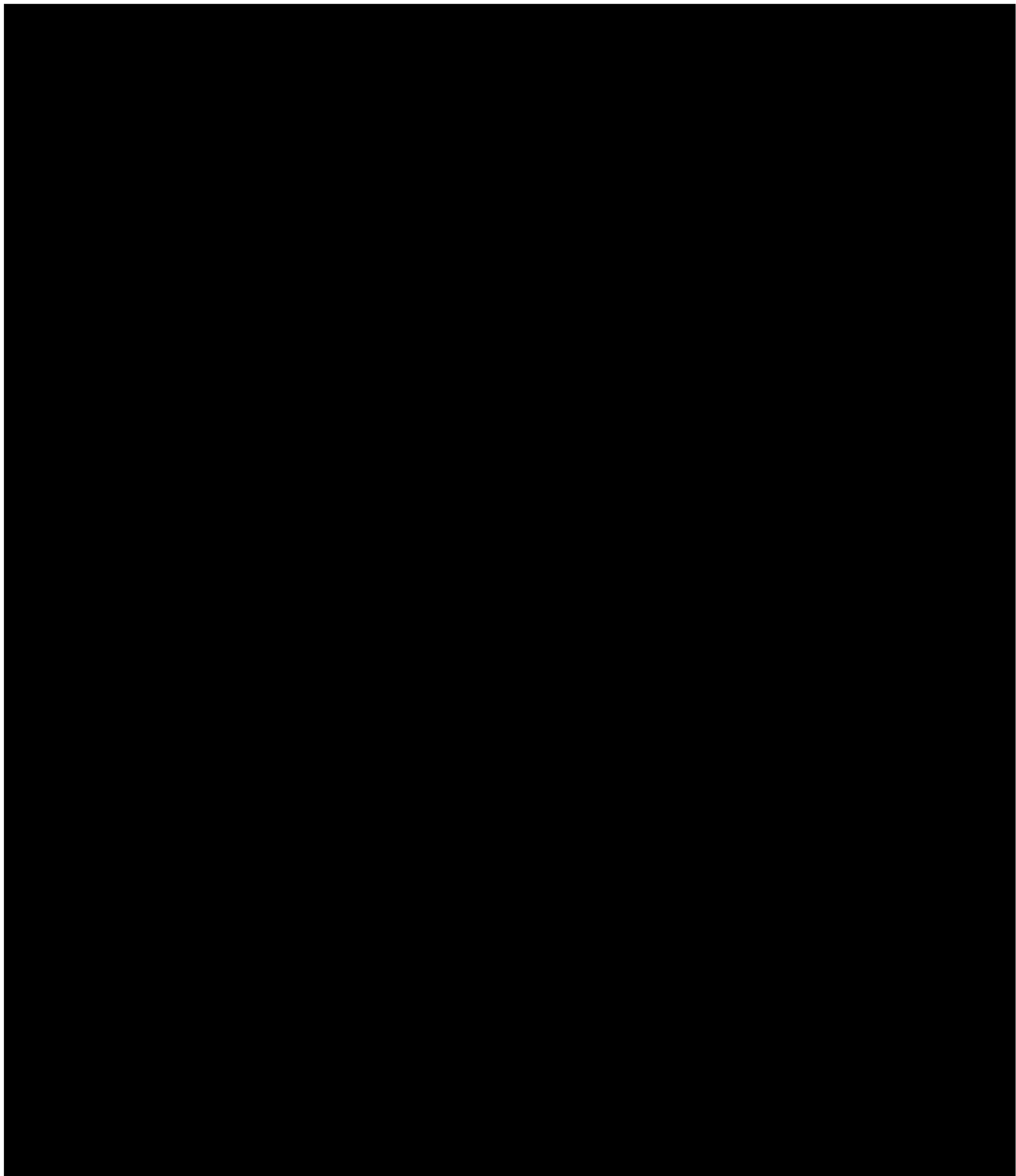


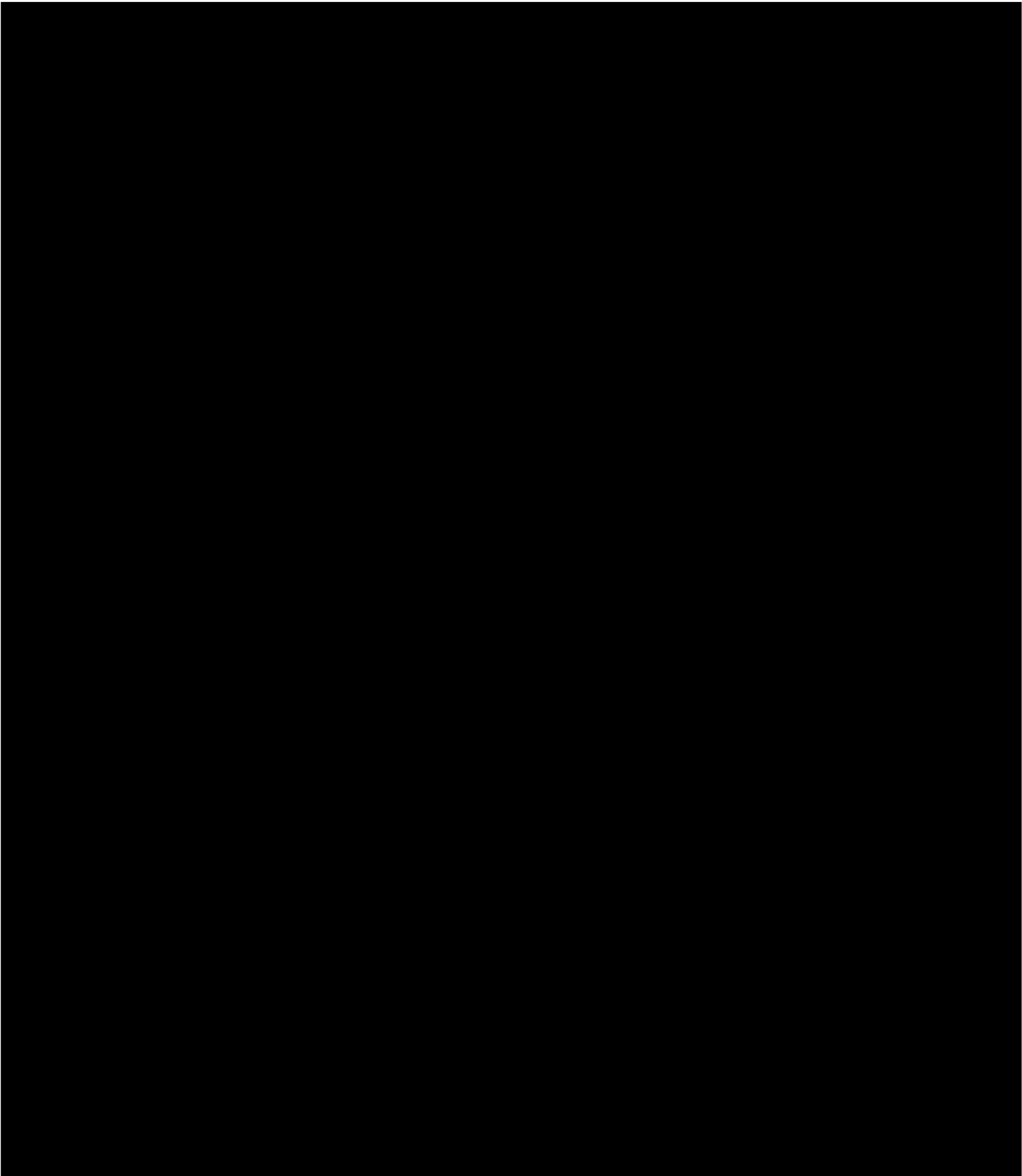












Section 1.01(a)(vi)

Trademarks, Service Marks and Domain Names

I. Trademark Applications and Registrations

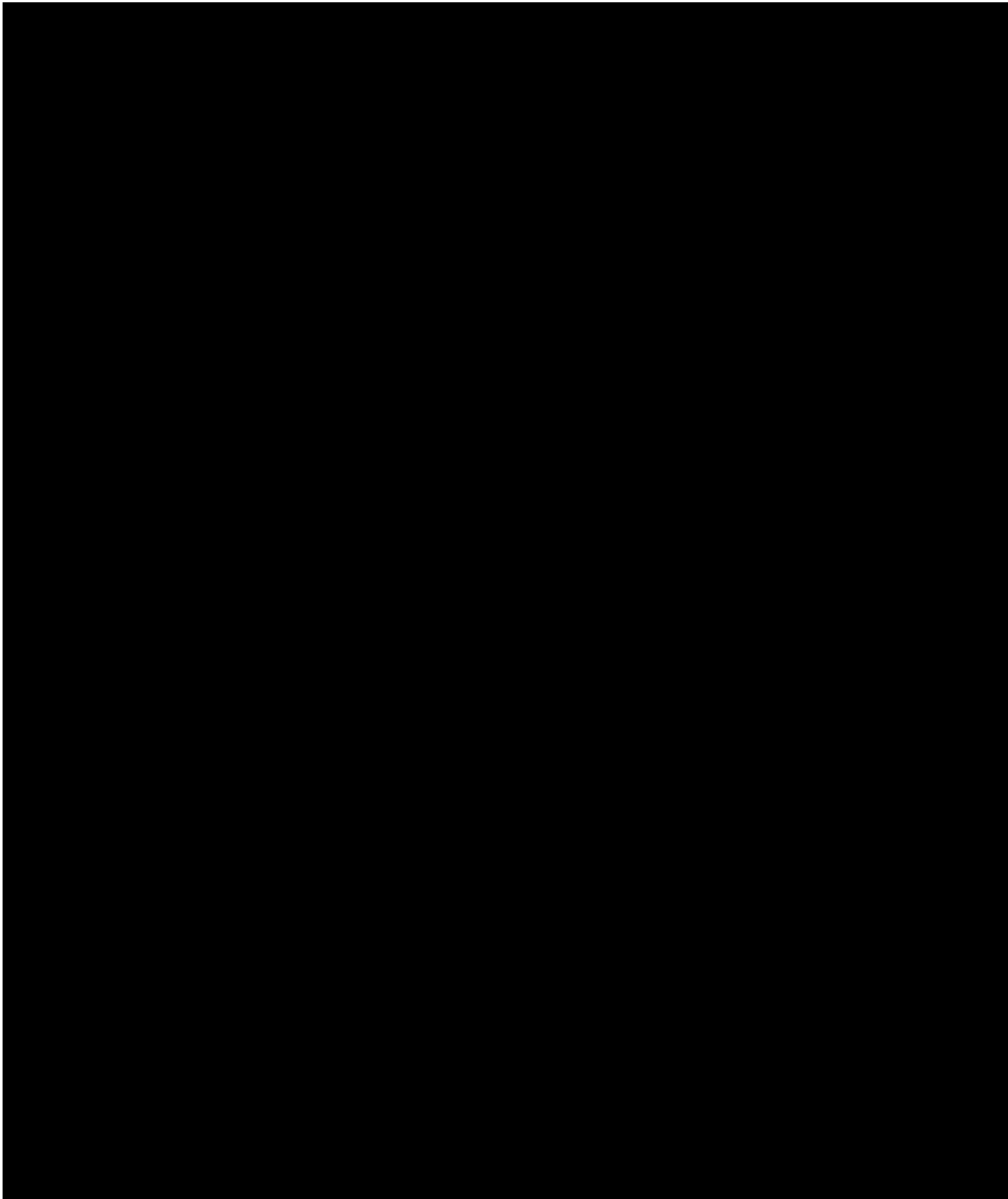
Mark	Country	Class	Registration / Filing Number	Filing Date / Registration Date
Kontiki	U.S.	9, 42	2986029	8/16/2005
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

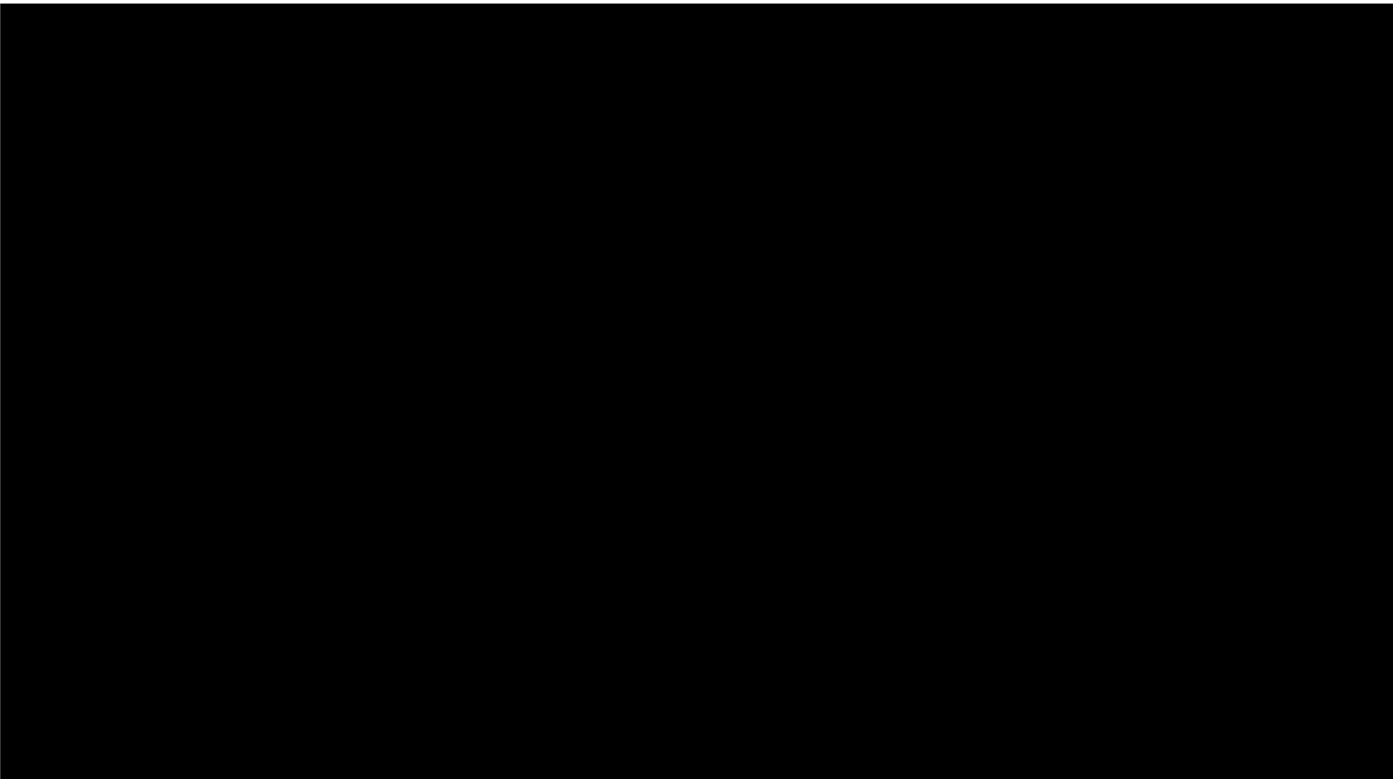
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[REDACTED]

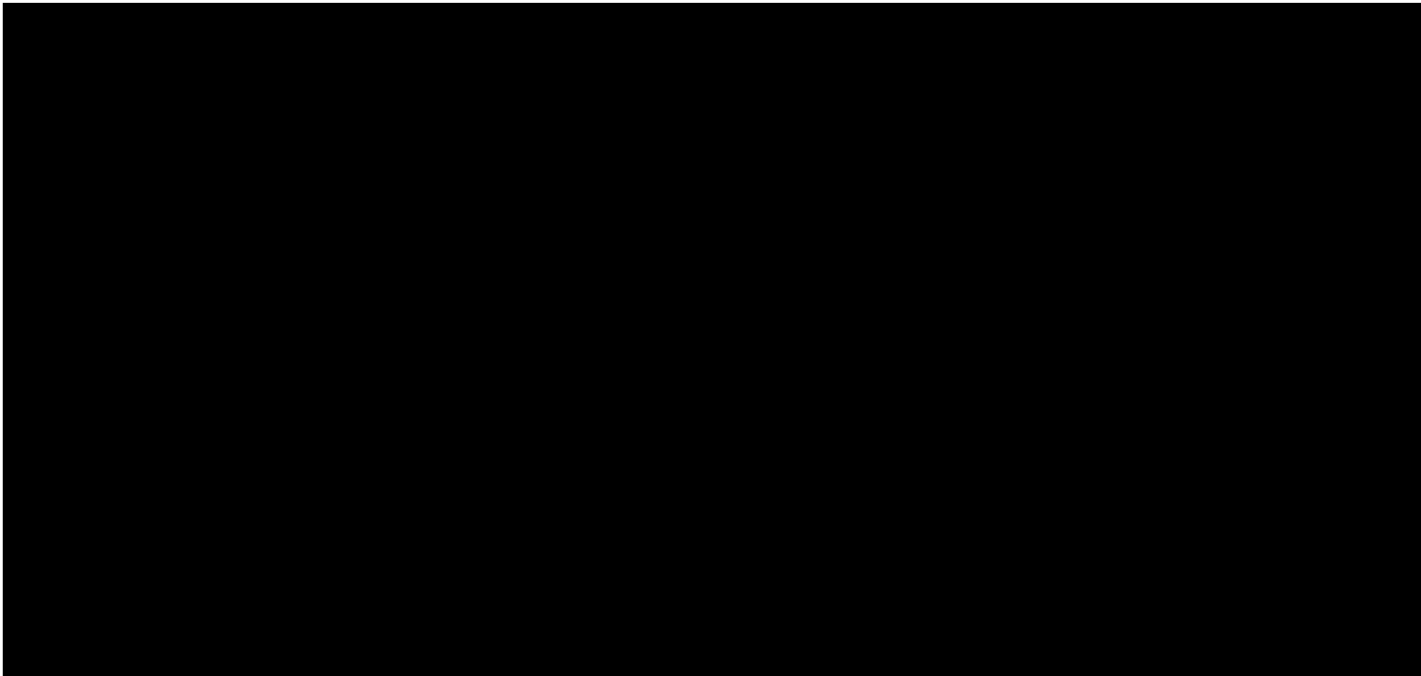
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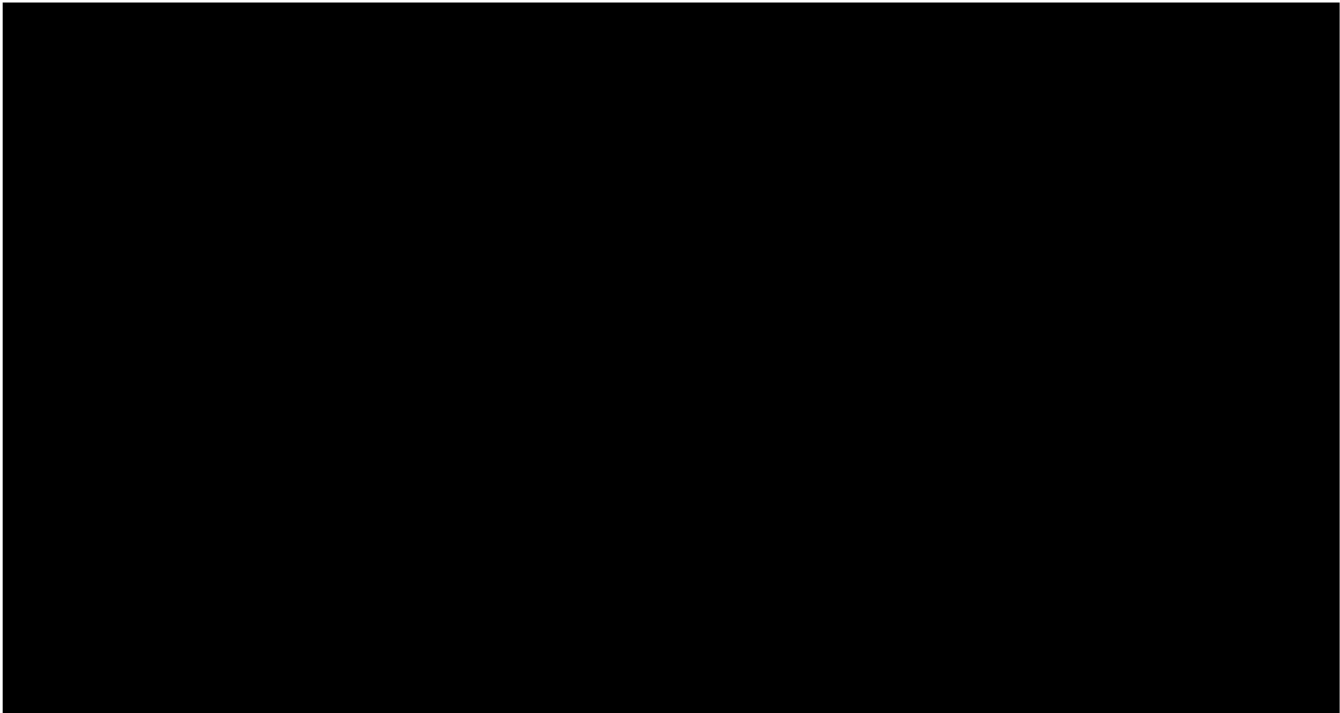
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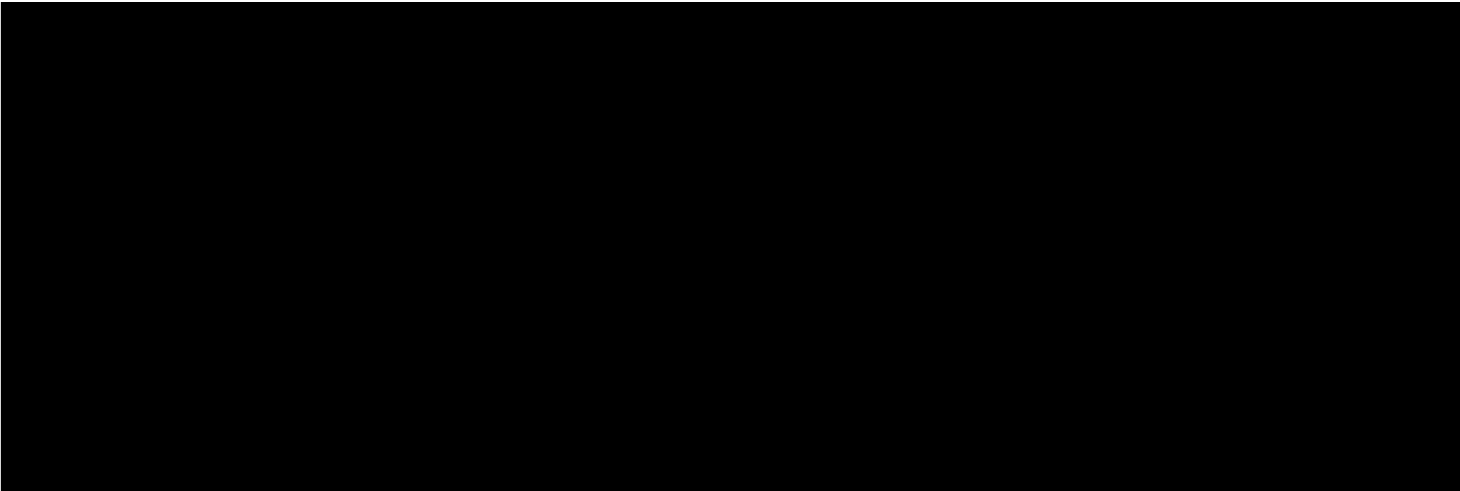


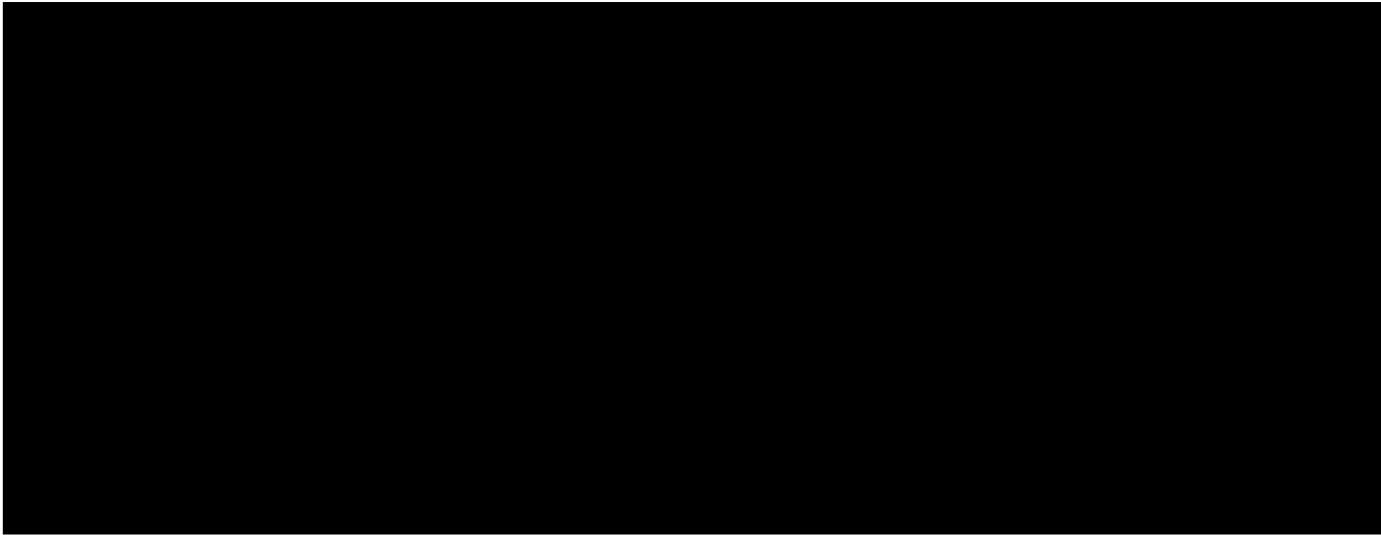


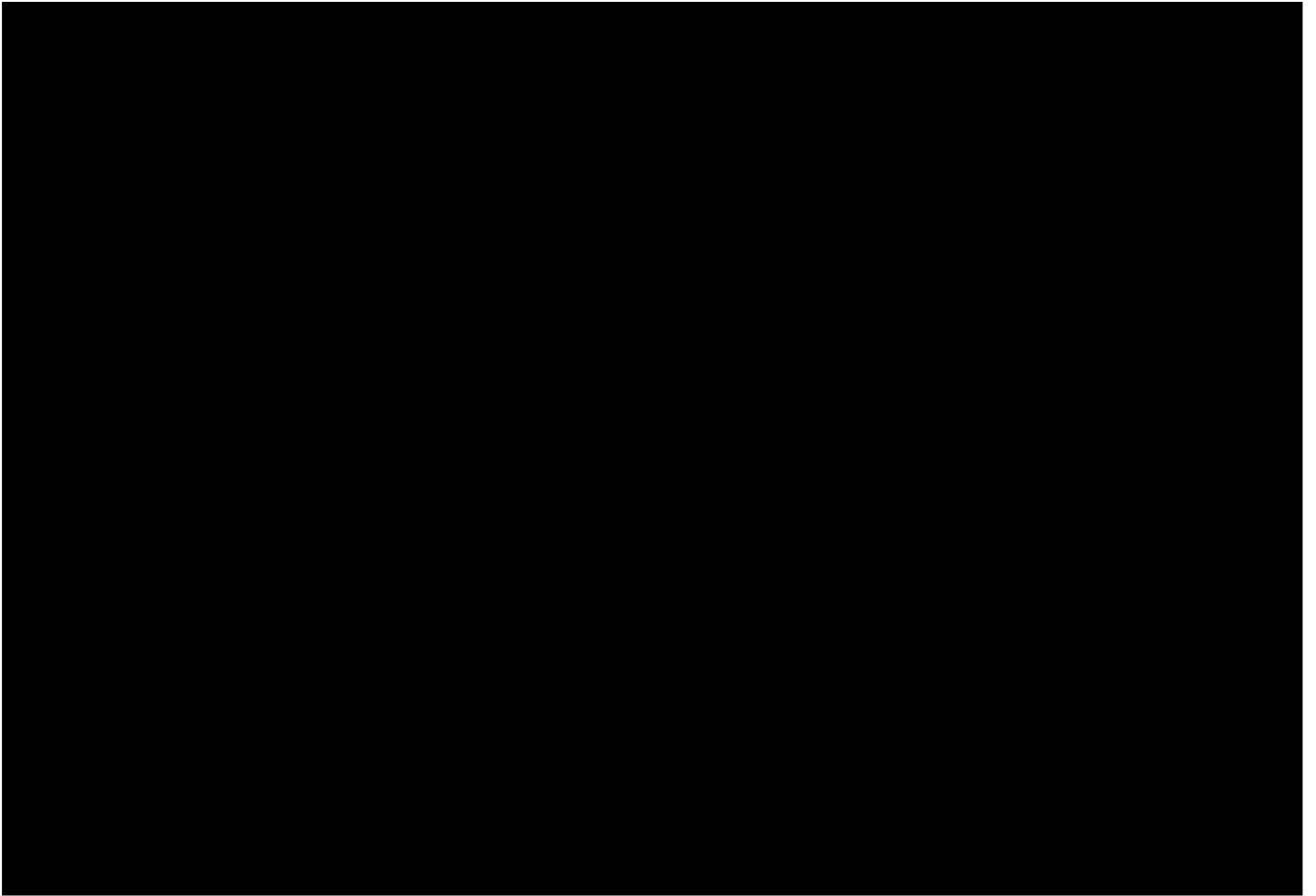












**BILL OF SALE**

This Bill of Sale (the "**Bill of Sale**") dated May 1, 2008, but effective for all purposes whatsoever as of April 30, 2008, is executed by and among VeriSign, Inc., a Delaware corporation ("**Seller**"), and Kontiki, Inc., a Delaware corporation ("**Purchaser**") Reference is made to the Acquisition Agreement dated May 1, 2008, but effective for all purposes whatsoever as of April 30, 2008 (the "**Agreement**") between Seller and Purchaser. Terms defined in the Agreement and not otherwise defined herein have the meanings assigned to them in the Agreement.

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, transfers, conveys and delivers to Purchaser, subject to and in accordance with the terms of the Agreement, all of Seller's right, title and interest in and to the Assets, except for (i) the Assets listed on Section 1.01(a)(ii)(III) and 1.01(a)(ii)(IV) of the Seller Disclosure Schedule and (ii) the Assumed Contracts, to have and to hold such Assets so sold, assigned, transferred, conveyed and delivered, or intended so to be, unto Purchaser and its successors and assigns forever. Purchaser hereby purchases, acquires, and accepts all of Seller's right, title, and interest in and to the Assets, except for (i) the Assets listed on Section 1.01(a)(ii)(III) and 1.01(a)(ii)(IV) of the Seller Disclosure Schedule and (ii) the Assumed Contracts, and assumes and agrees to pay, perform and discharge promptly as they become due any and all Assumed Liabilities (except for any Liabilities with respect to (i) the Assets listed on Section 1.01(a)(ii)(III) and 1.01(a)(ii)(IV) of the Seller Disclosure Schedule and (ii) the Assumed Contracts).

2. This Bill of Sale is proof of this sale and of the receipt, adequacy and legal sufficiency of the specified Assets and consideration therefor. This Bill of Sale is made subject to and with the benefit of the respective representations and warranties, agreements, covenants, terms, conditions, limitations and other provisions of the Agreement (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference. Nothing contained in this Bill of Sale shall be deemed to modify, limit, extend, add to or amend any obligation (including, for the avoidance of doubt, any representation or warranty) of any party under the Agreement. In the event of any conflict or inconsistency between the Agreement and the terms hereof, the terms of the Agreement shall govern and remain in full force and effect. This Bill of Sale is for the sole benefit of parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of, this Bill of Sale.

3. The internal laws of the [REDACTED] irrespective of its choice of law principles, will govern the validity of this Bill of Sale, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto.

4. This Bill of Sale may be executed in any number of counterparts, each of which will be an original as regards any party whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by each of the parties hereto as of the date first written above.

**VERISIGN, INC.**

**KONTIKI, INC.**

By: Kevin A. Wayne  
Name: KEVIN A. WAYNE  
Title: SVP, CORP DEV & STRATEGY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Bill of Sale has been duly executed by each of the parties hereto as of the date first written above.

**VERISIGN, INC.**

**KONTIKI, INC.**

By: \_\_\_\_\_

By: *[Signature]*

Name: \_\_\_\_\_

Name: *Eric J. Armstrong*

Title: \_\_\_\_\_

Title: *President*