

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|----------|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | | |
| CONVEYING PARTY DATA | | | | |
| | Name | Formerly | Execution Date | Entity Type |
| | LynuxWorks, Incorporated | | 10/09/2012 | CORPORATION: DELAWARE |
| | ValidEdge LLC | | 10/09/2012 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | | |
| Name: | McAfee Ireland Holdings Limited | | | |
| Street Address: | 25/28 North Wall Quay | | | |
| City: | Dublin 1 | | | |
| State/Country: | IRELAND | | | |
| Entity Type: | private limited company: IRELAND | | | |
| PROPERTY NUMBERS Total: 1 | | | | |
| | Property Type | Number | Word Mark | |
| | Serial Number: | 85714145 | VALIDEDGE | |
| CORRESPONDENCE DATA | | | | |
| Fax Number: | 6126077100 | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | | |
| Phone: | 612-607-7325 | | | |
| Email: | bgrahn@oppenheimer.com | | | |
| Correspondent Name: | Barbara Grahn | | | |
| Address Line 1: | 222 South Ninth Street | | | |
| Address Line 2: | Suite 2000 | | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | | |
| ATTORNEY DOCKET NUMBER: | 14711-2268 | | | |
| DOMESTIC REPRESENTATIVE | | | | |
| Name: | Oppenheimer Wolff & Donnelly, LLP | | | |

CH \$40.00 85714145

Address Line 1: 222 South Ninth Street
Address Line 2: Suite 2000
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Barbara Grahn

Signature: /Barbara Grahn/

Date: 02/18/2013

Total Attachments: 8

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "**Assignment**"), dated as of October [9], 2012, is made by and between LynuxWorks, Incorporated, a Delaware corporation ("**LynuxWorks**"), and ValidEdge LLC, a Delaware limited liability company ("**ValidEdge**") (collectively, "**Assignor**"), on the one hand, and McAfee Ireland Holdings Limited, an Irish public company ("**Assignee**"), on the other hand.

WHEREAS, LynuxWorks and Assignee have entered into that certain Asset Purchase Agreement, dated as of September 28, 2012 (the "**Asset Purchase Agreement**"), pursuant to which LynuxWorks has agreed to sell and assign (and to cause its subsidiaries to sell and assign), and Assignee has agreed to buy and acquire, the Purchased Assets (as defined in the Asset Purchase Agreement).

WHEREAS, ValidEdge is the owner and applicant of the trademark shown in the trademark application listed on **Schedule A** attached hereto (the "**Assigned Trademark**"), which is one of the Purchased Assets set forth in the Asset Purchase Agreement;

WHEREAS, ValidEdge is a wholly-owned subsidiary of LynuxWorks;

WHEREAS, pursuant to the Asset Purchase Agreement, ValidEdge and LynuxWorks desire to assign to Assignee, and Assignee, as purchaser of a portion of the assets of ValidEdge to which the Assigned Trademark (as defined above) pertains, desires to accept, all right, title and interest in, to and under the Assigned Trademark, together with the application listed on **Schedule A** and goodwill symbolized by the Assigned Trademark.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. **Assignment**. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, for itself and its successors and assigns, all of Assignor's right, title, and interest in and to the following, to have and to hold the same for the full term or terms of the following: (a) the Assigned Trademark together with all applications, registrations and other filings therefor (including the application listed on **Schedule A**), all goodwill symbolized by the Assigned Trademark, and the portion of the business of Assignor to which the Assigned Trademark pertains; and (b) all rights to causes of action and remedies related to the Assigned Trademark, including without limitation the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing, and (c) any and all other rights and interests arising out of, in connection with, or in relation to the Assigned Trademark.
2. **Transfer**. Effective as of the date hereof, Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office, to transfer ownership of the Assigned Trademark (including the application listed on **Schedule A**) to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Assignment, and to issue to

Assignee any registration that may issue with respect to the pending application for the Assigned Trademark.

3. Further Assurances. Upon Assignee's request, Assignor will execute and deliver to Assignee such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Assignee may reasonably deem necessary or desirable in order to effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, the Assigned Trademark. Assignor hereby irrevocably appoints Assignee and its successors, agents and assigns as its true and lawful attorney, in its name, place and stead, with power of substitution, to take any action and to execute any instrument which Assignee may deem necessary or advisable to fulfill Assignor's obligations or rights under, or to accomplish the purposes of, this Assignment.

4. Severability. The invalidity of any provision of this Assignment or a portion of a provision will not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision.

5. Binding Effect. This Assignment will be for the benefit of and be binding upon the parties hereto, and their successors and assignees. Nothing in this Assignment, express or implied, will confer on any person other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligation or liabilities under or by reason of this Assignment, including third-party beneficiary rights.

6. Amendments. This Assignment will not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which when executed and delivered will be deemed an original; such counterparts will together constitute but one agreement.

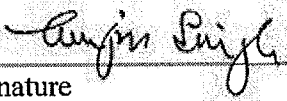
8. Headings. The headings contained in this Assignment are for reference purposes only and will not limit or otherwise affect the meaning or interpretation of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be duly signed on its behalf.

For Assignor by:

Notary Seal:

LynuxWorks, Incorporated



Signature

Name

Date

ValidEdge LLC

Notary Seal:



Signature

Name

Date

[Signature page to Trademark Assignment Agreement]

sf-3195804

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On October 9, 2012 before me, Sarah Sidney Coty, Notary Public

personally appeared Gurjot Singh Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sarah Sidney Coty Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement

Document Date: October 9, 2012 Number of Pages: 5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gurjot Singh

Corporate Officer - Title(s): CEO

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

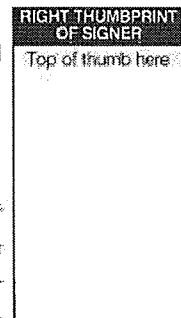


Signer Is Representing: Linux Works, Incorporated

Signer's Name:

Corporate Officer - Title(s):

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

On October 9, 2012 before me, Sarah Sidney Coty, Notary Public

personally appeared Gurjot Singh Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sarah Sidney Coty

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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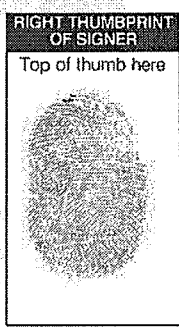
Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

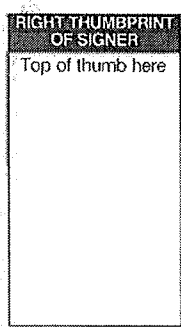
Signer's Name: Gurjot Singh Signer's Name:

Corporate Officer - Title(s): CEO Corporate Officer - Title(s):

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: Valid Edge LLC

Signer Is Representing:

Acknowledged and agreed to by Assignee.

For Assignee by:

Notary Seal:

McAfee Ireland Holdings Limited

Edward Hayden
Signature

Edward Hayden
Name

10/08/2012
Date

[Signature page to Trademark Assignment Agreement]

sf-3195804

TRADEMARK
REEL: 004965 FRAME: 0340

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara

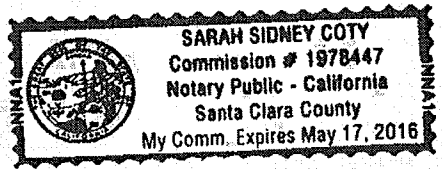
On October 8, 2012 before me,

Sarah Sidney Coty, Public Notary

personally appeared Edward Hayden

Here Insert Name and Title of the Officer
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sarah Sidney Coty

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement

Document Date: October 9, 2012

Number of Pages: 5

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward Hayden

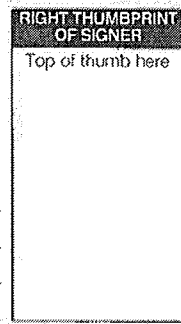
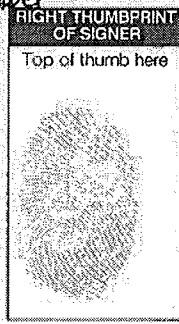
Signer's Name:

Corporate Officer - Title(s): Board of Directors member

Corporate Officer - Title(s):

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: McAfee Ireland Holdings Ltd

Signer Is Representing:

Schedule A

Assigned Trademarks

The Assigned Trademark consists of the following mark:

| Trademark | Country | Application Serial Number |
|------------------|----------------|----------------------------------|
| VALIDEDGE | United States | 85714145 |

[Schedule A to Trademark Assignment Agreement]

sf-3195804