## 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
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:	RELAND		
Entity Type:	private limited company: IRELAND		

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85714145	VALIDEDGE

#### **CORRESPONDENCE DATA**

**Fax Number**: 6126077100

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

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

TRADEMARK REEL: 004965 FRAME: 0333

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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/ 02/18/2013 Date: Total Attachments: 8 source=validedge\_assignment#page1.tif source=validedge\_assignment#page2.tif source=validedge\_assignment#page3.tif source=validedge\_assignment#page4.tif source=validedge\_assignment#page5.tif source=validedge\_assignment#page6.tif source=validedge\_assignment#page7.tif source=validedge\_assignment#page8.tif

> TRADEMARK REEL: 004965 FRAME: 0334

## 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. <u>Transfer.</u> 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

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

- 3. <u>Further Assurances</u>. 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. <u>Severability</u>. 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. <u>Binding Effect</u>. 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. <u>Amendments</u>. 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. <u>Counterparts</u>. 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. <u>Headings</u>. 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.

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duly signed on its behalf.

For Assignor by:

Lynux Works, Incorporated

Guyin Guyic

Signature

Name

Date

ValidEdge LLC

Notary Seal:

Notary Seal:

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be

[Signature page to Trademark Assignment Agreement]

sf-3195804

Date

State of California			
county of Santa Clara			
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personally appeared Surpt Dif	ph		
	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		
SARAH SIDNEY COTY	to me that he/she/they executed the same in		
Commission # 1978447	his/her/their authorized capacity(ies), and that by		
Notary Public - California his/her/their signature(s) on the instrument the Santa Clara County person(s), or the entity upon behalf of which the			
My Comm. Expires May 17, 2016	person(s) acted, executed the instrument.		
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	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.		
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Document Date: OCTODET 9 2012	Number of Pages: 5		
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Capacity(les) Claimed by Signer(s)			
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Signer's Name: SUFOT STORE  Corporate Officer — Title(s): CO  Individual  Partner — Limited General  Top of thumb	PRINT ☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Top of thumb here		
Signer's Name: SUF OF STORE  Corporate Officer — Title(s): CO  Individual  Partner — Limited General  Attorney in Fact	Corporate Officer — Title(s):    RIGHT THUMBPRINT OF SIGNER		
☐ Partner — ☐ Limited ☐ General Top of thumb ☐ Attorney in Fact ☐ Trustee	☐ Corporate Officer — Title(s):  PRINT R here ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee ☐ Trustee		
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Signer's Name: SUF OF STORE  Corporate Officer — Title(s): CO  Individual  Partner — Limited General  Attorney in Fact  Trustee	☐ Corporate Officer — Title(s):  PRINT R here ☐ Partner — ☐ Limited ☐ General ☐ Attorney in Fact ☐ Trustee		

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State of California  County of Santa Clara					
on October 9,2012 before me, Sarah Sidney Coty, Notary Public,					
personally appeared	of Simh	Here Inset	Name and Fittle of the Office		
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	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.				
Place Notary Seal Above	Place Notary Seal Above  OPTIONAL  Signature of Notary Public				
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Document Date: October 9,	2012 0	i.V	Number of Pages:	5	
Signer(s) Other Than Named Above:					
Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name:					
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Item #5907

Acknowledged and agreed to by Assignee.

For Assignee by:

Notary Seal:

McAfee Ireland Holdings Limited

Signature

Name

10/08/2012

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[Signature page to Trademark Assignment Agreement]

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county of Santa Clara	
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personally appeared EdWord	1 Harrier
policinally appeared a little and a little a	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
SARAH SIDNEY COTY	his/her/their signature(s) on the instrument the
Commission # 1978447 Notary Public - California	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
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	laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal.
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Place Notary Seal Above	Signature: Signature of Notice Public
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and could prevent fraudulen	t removal and reattachment of this form to another document.
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☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	□ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
Other:	☐ Other:
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	Signer Is Representing:
Signer Is Representing:	

Rem #5907

## 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

TRADEMARK
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**RECORDED: 02/18/2013**