# OP \$40.00 775768

### 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
VeriSign, Inc.		07/01/2009	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	SecureWorks, Inc.	
Street Address:	One Concourse Parkway, Suite 500	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30328	
Entity Type:	CORPORATION: GEORGIA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77576878	TERAGUARD

### **CORRESPONDENCE DATA**

Fax Number: (404)572-5100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-572-4600 Email: nweber@kslaw.com

Correspondent Name: Rich Miller

Address Line 1: King & Spalding, LLP
Address Line 2: 1180 Peachtree Street NE
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	07609.253002 TERAGUARD
NAME OF SUBMITTER:	Richard W. Miller
Signature:	/Richard W. Miller/
Date:	07/29/2009



### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of July 6, 2009 (the "Effective Date"), between VERISIGN, INC., a Delaware corporation ("Assignor"), and SECUREWORKS, INC., a Georgia corporation ("Assignee").

## WITNESSETH:

WHEREAS, Assignor is the owner of the trademarks and trademark applications and registrations, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on <u>Schedule A</u> to this Assignment (collectively, the "**Trademarks**");

WHEREAS, pursuant to the Acquisition Agreement dated as of May 26, 2009, among Assignor, Assignee and the other parties thereto (the "Acquisition Agreement"), Assignor has agreed to assign certain intellectual property, including the Trademarks, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest in and to the Trademarks, including the common law rights thereto and registrations and registration applications therefor, together with the goodwill of the business symbolized thereby.
- 2. <u>Cooperation</u>. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. The parties shall cooperate to execute and deliver such other documents and take all such other actions as reasonably necessary to effect the intent hereof.
- 3. <u>Further Acts.</u> For each of the Trademarks, Assignee agrees to complete, execute and file at the United States Patent and Trademark Office (USPTO), within thirty (30) days of the Effective Date, forms sufficient to change ownership, power of attorney and USPTO correspondence address, and such documents as are necessary to reflect the change in ownership, responsibility and correspondence for assets in jurisdictions other than the United States. As of the Effective Date, Assignee assumes all responsibility for meeting any and all deadlines and preserving and pursuing any and all rights pertaining to the Trademarks.
- 4. <u>Warranties.</u> EXCEPT AS EXPRESSLY SET FORTH IN THE ACQUISITION AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, OR REGARDING THE SCOPE, VALIDITY, OR

ENFORCEABILITY OF ANY TRANSFERRED INTELLECTUAL PROPERTY RIGHTS.

- 5. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Acquisition Agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Acquisition Agreement, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions.
- 6. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both the Assignee and the Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of Delaware for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

[Remainder of this page intentionally left blank. Signature page follows.]

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Schedule A

# **Trademark Registrations and Applications**

Frademark	Country	App. No. Filing Date	Reg. No. Reg. Date	Status	Class(es)
GUARDENT	Canada	1094416 02/28/2001	577,146 03/10/2003	Registered	N/A
GUARDENT	European Community	002109023 02/28/2001	002109023 05/22/2002	Registered	9, 38, 42
TERAGUARD	Australia	1044179 03/02/2005	1044179 03/02/2005	Registered	9, 42
TERAGUARD	Hong Kong	300382130 03/07/2005	300382130 07/21/2005	Registered	9, 42
TERAGUARD	New Zealand	726067 03/02/2005	726067 03/02/2005	Registered	9, 42
TERAGUARD	South Korea	20051140 03/02/2005	15699 04/04/2006	Registered	9, 42
TERAGUARD	Taiwan	94009310 03/03/2005	1188232 12/16/2005	Registered	9, 42
TERAGUARD	Thailand	585401 03/24/2005	2335 197 00/14/2005	Registered	42
TERAGUARD	United States	77/576,878 09/23/2008	N/A	Pending	9,42

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

VeriSign, Inc.

Ву

Name: KEVIN A. WERNEZ Title: SUP, CORP. DEV. STRATEGY

Secure Works, Inc.

Ву

Name: Michael R. Cote
Title: President and

Chief Executive Officer

[Signature Page to Trademarks Assignment]

STATE OF New York

COUNTY OF New York

) ss.:

On this A day of Soly 2009, before me, the undersigned, a notary public in and for said state and county, personally appeared Kevin A. Wurner, personally known to me (or proved to me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument on behalf of Verisign, Inc., a Delaware corporation, as the Sinior VP of such company and acknowledged to me that the execution and delivery of said instrument was duly authorized by said company.

Notary Public Radingras

(Affix Seal Below)

NILDA I RODRIGUEZ
Notary Public, State of New York
No. 31-4876146
Qualified in New York County
Commission Expires Nov. 24, 3(23/26))

[Signature Page to Trademarks Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

VeriSign, Inc.

Ву

By

Name: Title:

SecureWorks, Inc.

Name: Michael R. Cote Title: President and

Chief Executive Officer

STATE OF)
STATE OF) ) ss.: COUNTY OF)
On this $\frac{27^{t_{\perp}}}{2009}$ day of $\frac{140}{2009}$ , before me, the undersigned, a notary public in and for said
state and county, personally appeared Michael Righten, personally known to me (or proved to
me on the basis of satisfactory evidence), to be the individual who executed the foregoing instrument
on behalf of SecureWorks, Inc., a Georgia corporation, as the President and (EU of such
company and acknowledged to me that the execution and delivery of said instrument was duly

Notary Public Kay

authorized by said company.

(Affix Seal Below)

**RECORDED: 07/29/2009** 

[Signature Page to Trademarks Assignment]