

11-06-2002

OMB No. 0651-0027 (exp. 5/31/2002)



Tab settings =>>>

102273463

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Networks Associates, Inc.

10-29-02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other

Execution Date: July 18, 2002

2. Name and address of receiving party(ies)

Name: PGP Corporation

Internal Address: _____

Street Address: 3180 Porter Drive Suite A

City: Palo Alto State: CA Zip: 94304

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s): 6,314,190

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Cooley Godward LLP

Internal Address: Patent Group

Street Address: Five Palo Alto Square

3000 El Camino Real

City: Palo Alto State: CA Zip: 94306-2155

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- [x] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: 03-3117

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William S. Galliani, Reg. 33,885

Name of Person Signing

[Handwritten Signature]

Signature

10-21-02

Date

Total number of pages including cover sheet, attachments, and documents: [14]

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231 on OCTOBER 23, 2002.

11/05/2002 6T0411 00000182 6314190

01 FC:0021

40.00 DP

By: [Handwritten Signature] Dolores McKay

ASSIGNMENT OF UNITED STATES PATENTS AND PATENT APPLICATIONS

WHEREAS, Networks Associates, Inc. (hereinafter "ASSIGNOR"), a Delaware Corporation, having its principal offices at 3965 Freedom Circle, Santa Clara, California 95054, owns the entire right, title and interest in, to and under the United States Patents (the "Patents") and the United States Patent Applications (the "Patent Applications") listed in Exhibit A hereto;

AND WHEREAS, PGP Corporation (formerly PGP Classic, Inc.) (hereinafter "ASSIGNEE"), a Delaware Corporation, having its principal offices at 3180 Porter Drive, Suite A, Palo Alto, CA 94304, is desirous of obtaining the entire right, title and interest in, to and under said Patents and Patent Applications;

AND WHEREAS, ASSIGNOR and ASSIGNEE have entered into a Covenant Not to Sue with respect to the Patents and Patent Applications, under which ASSIGNEE covenants that neither it, nor any person claiming by, through, or under the ASSIGNEE, will assert any rights under the Patents or Patent Applications against ASSIGNOR, its affiliates or subsidiaries, customers (direct or indirect), distributors (direct or indirect), agents (direct or indirect) and contractors (direct or indirect) for the manufacture, use, import, offer for sale or sale of any product of ASSIGNOR or any corporation in which ASSIGNOR owns at least 75% of the voting stock or any process or method employed in the manufacture, testing, distribution or use thereof;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the ASSIGNOR, has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under said Patents and Patent Applications, including, without limitation, the right to sue for and recover damages for any past, present or future infringement of the Patents and Patent Applications.

(Signature Page Follows)

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Assignment of United States Patents and United States Patent Applications as of this 18 day of July, 2002.

Networks Associates, Inc.



By: Stephen Richards
Name: Stephen Richards
Title: CEO/COO

ACKNOWLEDGMENT

State of California
County of Santa Clara

On this 18 day of July, 2002, before me, the undersigned, personally appeared: Steven Richards, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation named herein, and acknowledged that s/he executed it in such representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Karin Wallace
Notary Public

My Commission Expires on June 7, 2005



EXHIBIT A

Patents and Patent Applications

<u>Assignor Ref. No.</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>
00.134.02	METHOD AND APPARATUS FOR MANAGING PUBLIC KEYS THROUGH A SERVER	09/724,337		11/27/00	Price, William F.
00.135.01	METHOD AND APPARATUS FOR FACILITATING SECURE ANONYMOUS EMAIL RECIPIENTS	09/677,292		10/2/00	Price, William F.
00.138.01	METHOD AND APPARATUS FOR PERIODICALLY REMOVING INVALID PUBLIC KEYS FROM A PUBLIC KEY SERVER	09/724,349		11/27/00	Price, William F.
97.005.03	CRYPTOGRAPHIC SYSTEM WITH METHODS FOR USER-CONTROLLED MESSAGE RECOVERY	09/100,771	6,314,190	6/4/98	Zimmerman, Philip
97.005.04	CRYPTOGRAPHIC SYSTEM WITH METHODS FOR USER-CONTROLLED MESSAGE RECOVERY	09/887,776		6/21/01	Zimmerman, Philip
99.043.01	METHOD AND APPARATUS FOR RECONSTITUTING AN ENCRYPTION KEY BASED ON MULTIPLE USER RESPONSES	09/429,217		10/28/99	Price, William F.
99.044.01	METHOD AND APPARATUS FOR MANAGING A SPLIT ENCRYPTION KEY OVER A NETWORK	09/385,984		8/30/99	Price, William F.
98.002.02	CRYPTOGRAPHIC SYSTEM AND METHODOLOGY FOR CREATING AND MANAGING CRYPTO POLICY ON CERTIFICATE SERVERS	09/156,266	6,336,186	9/16/98	Dyksterhouse, Marc D., et. al.
98.003.02	SYSTEM AND METHODOLOGY FOR MESSAGING SERVER-BASED MANAGEMENT AND ENFORCEMENT OF CRYPTO POLICIES	09/157,751		9/21/98	McArdle, Mark J., et. al.

COVENANT NOT TO SUE

This **Covenant Not To Sue** ("Agreement") is made and entered into as of July 26, 2002 ("Effective Date") by and between **PGP Corporation** (formerly PGP Classic, Inc.), a Delaware corporation ("Company") and **Networks Associates, Inc.**, a Delaware corporation d.b.a. Network Associates ("NAI"), and its Affiliates (as defined below) (each a "Covenantee" and collectively the "Covenantees"). For the purposes of this Agreement, "Affiliate" shall mean any entity which, directly or indirectly, Controls, is Controlled by, or is under common Control with another entity and any partnership in which such entity is a partner. The foregoing definition includes any entity that conforms to the definition as of the Effective Date hereof, as well as any entity that conforms to the definition anytime after the Effective Date hereof. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through record or beneficial ownership of voting securities, by contract, or otherwise.

WHEREAS, certain of Covenantees previously owned the patents listed in Exhibit A attached hereto;

AND WHEREAS, pursuant to an Asset Purchase Agreement entered into between the Company and certain of Covenantees dated July 3, 2002 ("Asset Purchase Agreement") the Patents (as defined below) were acquired by the Company;

AND WHEREAS, Covenantees desire to acquire a covenant not to sue under the Patents from the Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement and of the Asset Purchase Agreement, the parties hereto agree as follows:

1. Definitions

1.1 "Assert" means to bring an action of any nature before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or in part. Examples of such body or tribunal include, without limitation, United States State and Federal Courts, the United States International Trade Commission and any foreign counterparts of any of the foregoing.

1.2 "Patents" means (i) the patent applications and patents listed in Exhibit A hereto, and all divisions, continuations, continuations-in-part, and substitutions thereof; all foreign patent applications corresponding to the preceding applications; and all U.S. and foreign patents issuing on any of the preceding applications, including extensions, reissues, divisions, renewals, provisionals, and re-examinations and (ii) all patent applications and patents arising from any invention, design, process or method developed or substantially developed by any Covenantee prior to the date hereof, and assigned to Company under the Asset Purchase Agreement, and all divisions, continuations, continuations-in-part, and substitutions thereof; all foreign patent applications corresponding to the preceding applications; and all U.S. and foreign patents issuing

on any of the preceding applications, including extensions, reissues, divisions, renewals, provisionals, and re-examinations.

2. **Covenant.** Company agrees Company (and any person claiming by, through or under the Company) shall not Assert any Patent against Covenantees, or their customers (direct or indirect), distributors (direct or indirect), agents (direct or indirect) and contractors (direct or indirect) for the manufacture, use, import, offer for sale or sale of any product of NAI or any corporation in which NAI owns at least 75% of the voting stock or any process or method employed in the manufacture, testing, distribution or use thereof.

3. **Notices.** All notices and other communications required or permitted hereunder shall be in writing, shall be effective when given, and shall in any event be deemed to be given upon receipt or, if earlier, (i) five (5) days after deposit with the U.S. Postal Service or other applicable postal service, if delivered by first class mail, postage prepaid, (ii) upon delivery, if delivered by hand, (iii) one (1) business day after the business day of deposit with Federal Express or similar overnight courier, freight prepaid or (iv) one (1) business day after the business day of facsimile transmission, if delivered by facsimile transmission with copy by first class mail, postage prepaid, and shall be addressed to the address designated by such party (or at such other address as a party may designate by ten (10) days' advance written notice to the other party pursuant to the provisions above).

4. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its conflicts of laws principles, and any disputes arising hereunder will be resolved by the parties by litigation exclusively in the state and federal courts of the State of California. The parties waive any defenses relating to improper jurisdiction or venue in such courts. Notwithstanding the foregoing, and in addition to any other right or remedy available hereunder or at law, each party shall be entitled to seek specific performance or other equitable relief in any jurisdiction to prevent a violation of the terms of this Agreement or compel compliance with the terms hereof.

5. **Waiver.** The delay or failure by any party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed to be a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced.

6. **Severability.** In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

7. **Assignment.** If the Company assigns (directly or by operation of law) ownership of any of its Patents to a third party not bound by this Agreement, then effective immediately prior to such assignment, Company agrees that each Covenantee shall have a non-exclusive, worldwide, perpetual, irrevocable, non-terminable, royalty free, fully paid license under such assigned Patents to make, have made, manufacture, have manufactured, use, offer for sale, sell and have sold, import and have imported any product or component of NAI or any corporation in which NAI owns at least 75% of the voting stock, practice any process or method and provide any service under such assigned Patents. These conditional licenses shall survive any termination or expiration of this Agreement and shall remain in full force and effect until mutually agreed otherwise by the parties. Covenantees and Company shall have the right to assign this Agreement, in whole or in part, to any successor in interest to all or any substantial portion of such parties business or assets, whether by merger, reorganization, asset sale or otherwise. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

8. **Further Assurances.** Each party hereto shall: (i) take all actions and do, or cause to be done, all things necessary, proper and advisable to consummate and make effective the rights granted hereunder; and (ii) execute any documents or instruments which may be necessary or advisable to carry out or to effectuate the foregoing, including without limitation the Company's execution and delivery to Covenantees of a short form covenant not to sue in the forms attached hereto as Exhibit B and Exhibit C.

9. **Counterparts.** This Agreement may be executed in one or more counterparts (including by means of facsimile), all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

10. **Independent Contractors.** Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between Company and Covenantees. The relationship between Company and Covenantees shall at all times be that of independent contractors. Neither Company nor Covenantees shall have authority to contract for or bind the other in any manner whatsoever.

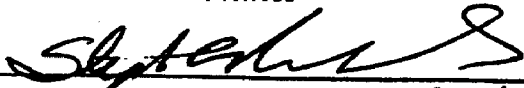
11. **Interpretation.** In this Agreement words importing a singular number only shall include the plural and vice versa. The division of this Agreement into sections and the insertion of headings are for convenience of reference only, and shall affect neither the construction nor the interpretation of this Agreement.

12. **Integration and Amendment.** This Agreement and the exhibit hereto represent the entire agreement and understanding of Company and Covenantees with respect to the subject matter hereof and supersede all previous agreements or understandings, oral or written, between Company and Covenantees with respect to the subject matter hereof. Any modification or amendment of this Agreement must be in writing signed by Company and Covenantees.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Networks Associates, Inc.
d.b.a. Network Associates

Company: _____

By: 

By: _____

Print Name: Stephen C. Richards

Print Name: _____

Title: COO/ CFO

Title: _____

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Networks Associates, Inc.
d.b.a. Network Associates

Licensee: PLP CORPORATION

By: _____

By: Alexander P. Doll

Print Name: _____

Print Name: Alexander P. Doll

Title: _____

Title: CFD & VP Business Development

EXHIBIT A

Patents

<u>Covenantee Ref. No.</u>	<u>Title</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>
00.134.02	METHOD AND APPARATUS FOR MANAGING PUBLIC KEYS THROUGH A SERVER	09/724,337		11/27/00	Price, William F.
00.135.01	METHOD AND APPARATUS FOR FACILITATING SECURE ANONYMOUS EMAIL RECIPIENTS	09/677,292		10/2/00	Price, William F.
00.138.01	METHOD AND APPARATUS FOR PERIODICALLY REMOVING INVALID PUBLIC KEYS FROM A PUBLIC KEY SERVER	09/724,349		11/27/00	Price, William F.
97.005.03	CRYPTOGRAPHIC SYSTEM WITH METHODS FOR USER-CONTROLLED MESSAGE RECOVERY	09/090,771	6,314,190	6/4/98	Zimmerman, Philip
97.005.04	CRYPTOGRAPHIC SYSTEM WITH METHODS FOR USER-CONTROLLED MESSAGE RECOVERY	09/887,776		6/21/01	Zimmerman, Philip
99.043.01	METHOD AND APPARATUS FOR RECONSTITUTING AN ENCRYPTION KEY BASED ON MULTIPLE USER RESPONSES	09/429,217		10/28/99	Price, William F.
99.044.01	METHOD AND APPARATUS FOR MANAGING A SPLIT ENCRYPTION KEY OVER A NETWORK	09/385,984		8/30/99	Price, William F.
98.002.02	CRYPTOGRAPHIC SYSTEM AND METHODOLOGY FOR CREATING AND MANAGING CRYPTO POLICY ON CERTIFICATE SERVERS	09/156,266	6,336,186	9/16/98	Dyksterhouse, Marc D., et. al.
98.003.02	SYSTEM AND METHODOLOGY FOR MESSAGING SERVER-BASED MANAGEMENT AND ENFORCEMENT OF CRYPTO POLICIES	09/157,751		9/21/98	McArdle, Mark J., et. al.

EXHIBIT B

SHORT FORM COVENANT NOT TO SUE ON PATENTS

PGP Corporation (formerly PGP Classic, Inc.), a Delaware corporation with its principal place located at 3180 Porter Drive, Suite A, Palo Alto, California 94304; hereby grants certain patent rights in the following U.S. Patents (hereinafter the "Patents") to Networks Associates, Inc., a Delaware corporation, d/b/a Network Associates, Inc., formerly known as McAfee Associates, having a principal place of business at 3965 Freedom Circle, Santa Clara, California 95054 (hereinafter called "NAI"):

U.S. Patent No.	Title	Issue Date
6,314,190	CRYPTOGRAPHIC SYSTEM WITH METHODS FOR USER-CONTROLLED MESSAGE RECOVERY	11/6/01
6,336,186	CRYPTOGRAPHIC SYSTEM AND METHODOLOGY FOR CREATING AND MANAGING CRYPTO POLICY ON CERTIFICATE SERVERS	09/16/98

PGP Corporation grants NAI and any entity which, directly or indirectly, controls, is controlled by, or is under common control with NAI (hereinafter "Affiliates") the following rights. As set forth in the accompanying Covenant Not To Sue dated as of July 26, 2002, PGP Corporation, on behalf of itself and any person claiming by, through or under the Company, hereby grants to NAI and its Affiliates a worldwide, perpetual, covenant not to sue NAI or its Affiliates as a result of any activities of NAI or its Affiliates in researching, developing, making, having made, using, marketing, importing, and/or selling products of NAI or any corporation in which NAI owns at least 75% of the voting stock, or services utilizing any or all of the Patents. Third party purchasers of NAI or its Affiliate products or services covered by the covenant not to sue, including original equipment manufacturers, distributors, resellers and end users, shall have the benefit of the covenant not to sue for their use of such products and services.

IN WITNESS WHEREOF, PGP Corporation has caused its duly authorized representative to execute this Short Form Covenant not to Sue on Patent Rights as of this 25th day of July, 2002.

PGP CORPORATION

By: Alexander P. Doll

Name: Alexander P. Doll

Title: CFO & VP Business Development

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Santa Clara } SS:

On this 25 day of July, 2002, before me, a notary public in and for said County and State, appeared Alexander P. Doll who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

T. Mendóza
Notary Public

My Commission expires on Sept 27, 2005
Notary Public in and for said County and State

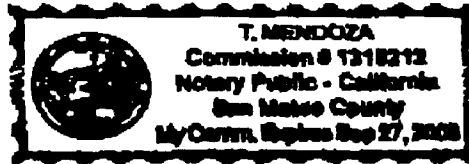


EXHIBIT C

SHORT FORM COVENANT NOT TO SUE ON PATENT APPLICATIONS

PGP Corporation (formerly PGP Classic, Inc.), a Delaware corporation with its principal place located at 3180 Porter Drive, Suite A, Palo Alto, California 94304; hereby grants certain patent rights in the following U.S. Patent Applications (hereinafter the "Patents") to Networks Associates, Inc., a Delaware corporation, d/b/a Network Associates, Inc., formerly known as McAfee Associates, having a principal place of business at 3965 Freedom Circle, Santa Clara, California 95054 (hereinafter called "NAI"):

U.S. Patent Application No.	Title	Filing Date
09/724,337	METHOD AND APPARATUS FOR MANAGING PUBLIC KEYS THROUGH A SERVER	11/27/00
09/677,292	METHOD AND APPARATUS FOR FACILITATING SECURE ANONYMOUS EMAIL RECIPIENTS	10/02/00
09/724,349	METHOD AND APPARATUS FOR PERIODICALLY REMOVING INVALID PUBLIC KEYS FROM A PUBLIC KEY SERVER	11/27/00
09/887,776	CRYPTOGRAPHIC SYSTEM WITH METHODS FOR USER-CONTROLLED MESSAGE RECOVERY	06/21/01
09/429,217	METHOD AND APPARATUS FOR RECONSTITUTING AN ENCRYPTION KEY BASED ON MULTIPLE USER RESPONSES	10/28/99
09/385,984	METHOD AND APPARATUS FOR MANAGING A SPLIT ENCRYPTION KEY OVER A NETWORK	08/30/99
09/157,751	SYSTEM AND METHODOLOGY FOR MESSAGING SERVER-BASED MANAGEMENT AND ENFORCEMENT OF CRYPTO POLICIES	09/21/98

PGP Corporation grants NAI and any entity which, directly or indirectly, controls, is controlled by, or is under common control with NAI (hereinafter "Affiliates") the following rights. As set forth in the accompanying Covenant Not To Sue dated as of July 26, 2002, PGP Corporation, on behalf of itself and any person claiming by, through or under the Company, hereby grants to NAI and its Affiliates a worldwide, perpetual, covenant not to sue NAI or its Affiliates as a result of any activities of NAI or its Affiliates in researching, developing, making, having made, using, marketing, importing, and/or selling products of NAI or any corporation in which NAI owns at least 75% of the voting stock, or services utilizing any or all of the Patents. Third party purchasers of NAI or its Affiliate products or services covered by the covenant not to sue, including original equipment manufacturers, distributors, resellers and end users, shall have the benefit of the covenant not to sue for their use of such products and services.

IN WITNESS WHEREOF, PGP Corporation has caused its duly authorized representative to execute this Short Form Covenant not to Sue on Patent Applications as of this 25th day of July, 2002.

PGP CORPORATION

By: Alexander P. Dell

Name: Alexander P. Dell

Title: CFO & VP Business Development

ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF Santa Clara)
SS:

On this 25 day of July, 2002, before me, a notary public in and for said County and State, appeared Alexander P. Dell personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires on Sept. 27, 2005
Notary Public in and for said County and State

