OCT-09-2006 10:31

FLASHPOINT TECHNOLOGY INC

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Form PTO-1595 (Rev.)	07/05)
OMB No. 0651-0027 (	(exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY					
	se record the attached documents or the new address(es) below.				
1. Name of conveying party(les)	2. Name and address of receiving party(ies)				
FlashPoint Technology, Inc.	Name: Qurio Holdings, Inc.				
	Internal Address:				
Additional name(s) of conveying party(ies) attached? Yes / No 3. Nature of conveyance/Execution Date(s):	Street Address: 1130 Situs Court, Suite 216				
Execution Date(s). October 9, 2006					
Assignment Merger					
Security Agreement Change of Name	City: <u>Raleigh</u>				
Joint Research Agreement	State: North Carolina				
Government Interest Assignment					
Executive Order 9424, Confirmatory License	Country: US Zip:27606				
Other	Additional name(s) & address(es) attached? Ves Vo				
	document is being filed together with a new application.				
A. Patent Application No.(s)	B. Patent No.(s)				
11/290,897 11/359,632					
Additional numbers at	I tached?Yes ✓No				
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 2				
Name: R. Todd Morgan	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00				
Internal Address: FlashPoint Technology, Inc.	Authorized to be charged by credit card				
	Authorized to be charged to deposit account				
Street Address: 1130 Situs Court, Suite 216					
	None required (government interest not affecting title)				
City: Raleigh	8. Payment Information				
State: North CarolinaZip: 27606	a. Credit Card Last 4 Numbers Expiration Date				
Phone Number: 919-532-7665 x 237					
Fax Number: 919-532-7668	b. Deposit Account Number <u>503710</u>				
Email Address: todd.morgan@flashpoint.com	Authorized User Name Marilyn Eldridge				
9. Signature:	10-9-06				
Signature	Date				
R. Todd Morgan, Reg.No. 43,815	Total number of pages including cover				
Name of Person Signing Pocuments to be recorded (including cover sheet	sheet, attachments, and documents:				
	of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450 PATENT				

REEL: 018373 FRAME: 0558

## ASSIGNMENT OF RIGHTS

WHEREAS, FlashPoint Technology, Inc., a Delaware corporation (hereinafter <u>"ASSIGNOR"</u>) is the owner of all right, title and interest in new and useful improvements described in certain patent applications listed in <u>Exhibit A</u> hereto (the "Transferred Patents"); and

WHEREAS, Qurio Holdings, Inc., a Delaware Corporation (hereinafter, together with any successors, assigns, legal representatives of Qurio Holdings, Inc., or to any number of iterations of successors and assigns, collectively called <u>"ASSIGNEE"</u>) and having a principal place of business at 1130 Situs Court, Suite 216, City of Raleigh, County of Wake, State of North Carolina, is desirous of memorializing the transfer of the entire right, title and interest in and to the Transferred Patents for ASSIGNEE;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, and transfers unto ASSIGNEE the full, exclusive, non-revocable, and worldwide rights currently owned or acquired in the future in and to the Transferred Patents and any and all patents issuing therefrom, and any continuation, divisional, continuation-in-part applications, reissues, and re-examinations, based on any such patent applications that exist as of the date hereof, and any foreign counterparts of such patent applications and any and all patents issuing thereon, continuation, divisional, continuation-in-part applications that exist as of the date hereof.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks, and any officials of foreign patent systems whose duty it is to issue patents or related rights on the Transferred Patents (or any portion thereof) to issue any patents or document conveying rights arising therefrom to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the Transferred Patents and all patents issuing thereon which are hereby transferred, including any and all papers desired by ASSIGNEE for the filing and granting of foreign applications and the perfecting of We thereto in ASSIGNEE.

ASSIGNOR hereby covenants and agrees to communicate to ASSIGNEE any facts known to the ASSIGNOR with respect to the Transferred Patents and all patents issuing thereon; provide relevant prior materiel as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part applications, reissues and re-examinations; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for the Transferred Patents and all patents issuing thereon in all countries.

ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith.

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PATENT REEL: 018373 FRAME: 0559

## ASSIGNMENT OF RIGHTS

ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved is the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that each ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of the Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed stricken.

IN WITNESS WHEREOF, I hereunto set my hand this  $\frac{q}{day}$  day of October, 2006

FlashPoint Technology, Inc.

Name: <u>R. Todd Morgan</u> **`** Title: <u>Chief Patent Counsel</u>

State of North Carolina

County of Wake

Before me, a Notary Public in and for the State of NC, on this  $2^{\prime}$  of October, 2006, personally appeared in the above-named individual, who, being duly sworn, signed and acknowledged the foregoing Assignment as his free act and deed.

<u>Manuant</u>Idirda NOTARY PUBLIC My Commission Expires <u>Nov</u> 8, 2010

Page 2 of 3

PATENT REEL: 018373 FRAME: 0560

## EXHIBIT A

FP Røf.	Title	Serial No.	Filing Date	Status	Current Assignee
P312	Methods, Systems, and Products for Measuring Trust Scores of Devices	11/290,897	11/30/2005	pending	FlashPoint Technology, Inc., 20 Depot Street, Suite 2A, Peterborough, NH 03458
P317	Methods, Systems, and Products for Characterizing Target Systems	11/359,632	2/16/2006	pending	FlashPoint Technology, Inc., 20 Depot Street, Suite 2A, Peterborough, NH 03458

1130 Situs Court Suite 216 Raleigh, NC 27606 Phone: 919-532-7665 x237 Fax: 919-532-7668

FLASHPOINT TECHNOLOGY, INC.



То:	Assignment Recordation Services		From:		R. Todd Morgan		
Fax:	571-273-0140		Pages cover):	(including		5	
Phone:	<b></b>		Date:		October 9	9, 2006	
Re:	11/290,897 11/359,632		CC:				
Atty Ref. No.	P312 and P317						
🗆 Urgent	For Review	🗆 Please Cor	nment	🗆 Please I	Reply	🗆 Please Recy	;ie
Please find at	tached the following	items:				,	
Recordation Fo	rm Cover Sheet						

Assignment of Rights

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