

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	ASSIGNMENT														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Execution Date</th> </tr> <tr> <td style="padding: 2px;">Citadel Security Software, Inc.</td> <td style="padding: 2px;">12/04/2006</td> </tr> </table>	Name	Execution Date	Citadel Security Software, Inc.	12/04/2006											
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Citadel Security Software, Inc.	12/04/2006														
RECEIVING PARTY DATA															
Name:	McAfee Security LLC														
Street Address:	5000 Headquarters Drive														
Internal Address:	MS: 15257														
City:	Plano														
State/Country:	TEXAS														
Postal Code:	75024														
PROPERTY NUMBERS Total: 6															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Property Type</th> <th style="text-align: center;">Number</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Patent Number:</td> <td style="padding: 2px;">7000247</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10810927</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10975828</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">11062479</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">11147881</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">11410730</td> </tr> </tbody> </table>	Property Type	Number	Patent Number:	7000247	Application Number:	10810927	Application Number:	10975828	Application Number:	11062479	Application Number:	11147881	Application Number:	11410730	
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Application Number:	10975828														
Application Number:	11062479														
Application Number:	11147881														
Application Number:	11410730														
CORRESPONDENCE DATA															
Fax Number:	(972)731-2289														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
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CH \$240.00 7000247

ATTORNEY DOCKET NUMBER:	13286.81
NAME OF SUBMITTER:	Ryan J. Preston, Esq.
<p>Total Attachments: 6</p> <p>source=Patent Assignment#page1.tif</p> <p>source=Patent Assignment#page2.tif</p> <p>source=Patent Assignment#page3.tif</p> <p>source=Patent Assignment#page4.tif</p> <p>source=Patent Assignment#page5.tif</p> <p>source=Patent Assignment#page6.tif</p>	

ASSIGNMENT OF PATENT APPLICATIONS

THIS ASSIGNMENT OF PATENT APPLICATIONS (this "Assignment") is made effective as of December 4, 2006, by and among McAfee Security, LLC ("Assignee"), Citadel Security Software Inc., a Delaware corporation ("Citadel"), Citadel Security Software International, LLC, a Delaware limited liability company and wholly owned subsidiary of Citadel ("Canberra Sub") and Canberra Operating, L.P., a Texas limited partnership of which Canberra is the general partner ("Canberra LP"). Each of Canberra, Canberra Sub and Canberra LP are an "Assignor" and together they are the "Assignors."

Assignors, collectively and individually, wish to assign all of their rights, title and interest in and to the United States and foreign patent applications described on the Schedule of Patent Applications attached hereto (the "Patent Applications"), as further described in this Assignment and the Asset Purchase Agreement, between McAfee, Inc. a Delaware corporation, Assignee, Assignors and Canberra, LLC, a Delaware limited liability company which is the limited partner of Canberra LP and which is a wholly owned subsidiary of Citadel, dated October 2, 2006 (the "Purchase Agreement").

NOW THEREFORE for good and valuable consideration, receipt of which is hereby acknowledged, each Assignor agrees as follows:

1. Assignors, collectively and individually, do hereby sell, assign and transfer unto Assignee and its successors, assigns and legal representatives, the Assignors' entire right, title and interest in and to said Patent Applications and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made. Assignors hereby agree that Assignee may apply for additional United States and foreign patents related to the invention described in the Patent Applications.

2. Assignors, collectively and individually, hereby authorize and request the United States Commissioner of Patents and Trademarks to issue all patents for said Patent Applications to said Assignee. Further, Assignors, collectively and individually, hereby authorize any official of any countries foreign to the United States whose duty it is to record patent registrations, applications and title thereto, to record the Patent Applications listed in the annexed Schedule of Trademarks and title thereto as the property of Assignee, its successors and assigns, in accordance with the terms of this instrument.

3. Assignors, collectively and individually, also hereby sell and assign to said Assignee and its successors, assigns and legal representatives, the full and exclusive rights, title and interest to the inventions disclosed in said Patent Applications throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions in its own name throughout the world, including the rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries.

4. Each Assignor covenants and agrees to and with the Assignee, its successors, legal representatives and assigns, that the Assignor will, whenever counsel of Assignee or Assignee's successor shall advise that any proceeding in connection with the Patent Application or any of the inventions claimed in the Patent, or any proceeding in connection with the Patent Application in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of the Patent Application, to be obtained thereon, is lawful and desirable, Assignor shall sign all papers and documents, take all lawful oaths, and do all acts necessary or desirable to be done to assist Assignee for the filing, prosecution, assignment, maintenance, enforcement, and defense of the Patent Application, provided that Assignee shall be responsible for all costs and expenses incurred by Assignors. Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of any party under the Purchase Agreement.


5. Assignors, collectively and individually, further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in Assignee, its successors, assigns and legal representatives.

6. This Assignment may be executed in two or more facsimile or original counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same Assignment. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patent Applications shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.


[Signature Pages Follow]

ASSIGNORS:

CITADEL SECURITY SOFTWARE INC.


By: 
Steven B. Solomon
Chief Executive Officer

**CITADEL SECURITY SOFTWARE
INTERNATIONAL, LLC**

By: 
Name: Richard Connolly
Title: CFO

CANBERRA OPERATING, L.P.

By: **CITADEL SECURITY SOFTWARE INC.,
its General Partner**

By: 
Steven B. Solomon
Chief Executive Officer


[Signature Page to Assignment of Patent Applications]

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Assignment as of the date first written above.

ASSIGNEE:

MCAFEE SECURITY, LLC

By: MCAFEE, INC., its sole Managing Member

By: 
Eric F. Brown
Chief Financial Officer



[Signature Page to Assignment of Patent Applications]

SCHEDULE OF PATENT APPLICATIONS

United States Patent Applications (including status as of the Effective Date)

1. U.S. Patent Application No. 11/009,782 (continuation of patent application resulting in U.S. Patent No. 7,000,247
Title: Automated Computer Vulnerability Resolution System
Filed: 12/2004
2. U.S. Patent Application No. 10/810,927
Title: Method and apparatus for protecting a remediated computer network from entry of a vulnerable computer system thereinto
Filed: 3/2004
Status: Pending
3. U.S. Patent Application No. 10/975,828
Title: Inventory Management-based Computer Vulnerability Resolution System
Filed: 11/2004
Status: Pending
4. U.S. Patent Application No. 11/062,479
Title: Security Risk Analysis System and Method
Filed: 2/2005
Status: Pending
5. U.S. Patent Application No. 11/147,881
Title: Pay Per Use Security Billing Method and Architecture
Filed: 6/2005
Status: Pending
6. U.S. Patent Application No. 11/410,730
Title: System and Method for Protecting a Computer Network
Filed: 4/2006
Status: Pending

International Patent Applications (including status as of Effective Date)

1. Automated Computer Vulnerability Resolution System
EP 02796133.3; 12/31/02 Published (1461707; 9/29/04) Awaiting examination
NO 2004 3189; 12/31/02 Awaiting examination; annuities
CA 2,472,268; 12/31/02 Deadline to request examination 12/31/07; annuities
MX 2004/006473; 12/31/02 Awaiting examination
BZ PI0215388-2; 12/31/02 Awaiting examination; annuities
JP 2003-558701; 12/31/02 Awaiting examination
CH 02826574.2; 12/31/02 Awaiting examination
KR 04-7008944; 12/31/02 Deadline to request examination 12/31/07
AU 2002360844; 12/31/02 -- abandoned -- No Examination requested
ID WO0200401141; 12/31/02 Received Notice of Allowance 1/20/05; awaiting letters patent (Indonesia)
PH 1-2004-500735; 12/31/02 Awaiting further action from foreign associate (Philippines)
2. Method and Apparatus for Protecting a Remediated Computer Network From Entry of a Vulnerable Computer System Thereinto
PCT PCT/US05/09689; 3/24/05 Published (WO 2005/094490; 10/13/05); awaiting International Search Report/Opinion from WIPO

3. Inventory Management-Based Computer Vulnerability Resolution System
PCT PCT/US05/36900; 10/13/05 Awaiting International Search Report/Pinioning from WIPO
4. Security Risk Analysis System and Method
PCT PCT/US06/05110; 2/14/05 Awaiting Filing Receipt

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PATENT

RECORDED: 12/22/2006

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