## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	12/04/2006

## **CONVEYING PARTY DATA**

Name	Execution Date
Citadel Security Software Inc., a Delaware corporation	12/04/2006

#### **RECEIVING PARTY DATA**

Name:	McAfee Security, LLC, a Delaware limited liability company	
Street Address:	5000 Headquarters Drive	
Internal Address:	MS: 15257	
City:	Plano	
State/Country:	TEXAS	
Postal Code:	75024	

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	11009782
Application Number:	11062409
Application Number:	90007955

#### **CORRESPONDENCE DATA**

Fax Number: (972)731-2289

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

Email: dallaspatents@dfw.conleyrose.com

Correspondent Name: Kristin Jordan Harkins

Address Line 1: 5700 Granite Parkway, Suite 330

Address Line 4: Plano, TEXAS 75024

ATTORNEY DOCKET NUMBER:	4121-35200
NAME OF SUBMITTER:	Kristin Jordan Harkins

**PATENT REEL: 018784 FRAME: 0730** 

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Total Attachments: 3 source=AssignmentOfPatentApplications#page1.tif source=AssignmentOfPatentApplications#page2.tif source=AssignmentOfPatentApplications#page3.tif

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### **ASSIGNMENT OF PATENT APPLICATIONS**

THIS ASSIGNMENT OF PATENT APPLICATIONS (this "Assignment") is made effective as of December 4, 2006, by and among Citadel Security Software Inc., a Delaware corporation ("Assignor"), and McAfee Security, LLC, a Delaware limited liability company ("Assignee").

Assignor wishes to assign all of its rights, title and interest in and to the United States patent applications described on the Schedule of Patent Applications attached hereto (the "Patent Applications"), as further described in this Assignment.

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

- 1. Assignor does hereby sell, assign and transfer unto Assignee and its successors, assigns and legal representatives Assignor's 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 Assignor had this sale and assignment not been made. Assignor hereby agrees that Assignee may apply for additional United States and foreign patents related to the invention described in the Patent Applications.
- 2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to issue all patents for said Patent Applications to said Assignee.
- 3. Assignor also hereby sells and assigns 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. 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 in filing, prosecution, assignment, maintenance, enforcement, and defense of the Patent Application, provided that Assignee shall be responsible for all costs and expenses incurred by Assignor.

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- 5. Assignor further agrees 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.

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

#### **ASSIGNOR:**

CITADEL SECURITY SOFTWARE INC.

By:

Steven B. Solomon Chief Executive Officer

**ASSIGNEE:** 

MCAFEE SECURITY, LLC

By: MCAFEE, INC., its Sole Managing Member

Bv:

Christopher J. Hamaty

Assistant General Counsel for Intellectual

**Property** 

# 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)

Automated Computer Vulnerability Resolution System Title:

Filed: 12/10/2004

2. U.S. Patent Application No. 11/062,409

Security Risk Analysis System and Method Title:

2/22/2005 Filed: Pending Status:

U.S. Patent Application Reexam Control No. 90/007,955 3. (Reexamination of U.S. Patent No. 7,000,247)

Automated Computer Vulnerability Resolution System Title:

Filed: 03/02/2006 Pending Status:

PATENT REEL: 018784 FRAME: 0734