

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Exploit Prevention Labs, Inc.	12/04/2007
RECEIVING PARTY DATA	
Name:	Grisoft Limited
Street Address:	1901 Summit Tower Blvd.
Internal Address:	Suite 350
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32810
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11691094
CORRESPONDENCE DATA	
Fax Number:	(412)281-0717
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-454-5000
Email:	docketingpgh@pepperlaw.com
Correspondent Name:	Pepper Hamilton LLP
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Address Line 2:	500 Grant Street
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	113221.00201
NAME OF SUBMITTER:	James M. Singer, Reg. No. 45,111
Total Attachments: 11 source=Assignment#page1.tif source=Assignment#page2.tif	

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated December 4, 2007, is entered into by and between Exploit Prevention Labs, Inc., a Delaware corporation ("XPL"), and Grisoft Limited, a private limited company organized under the laws of Cyprus ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement and Agreement and Plan of Merger dated November 26, 2007 by and among XPL, Assignee, and others (the "Acquisition Agreement"), XPL agreed to sell, convey, assign, transfer and deliver to Assignee the entire right, title and interest in and to the intellectual property rights owned by XPL;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Acquisition Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Acquisition Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means all copyrights and maskwork rights owned by XPL, whether statutory or common law, registered or unregistered, and registrations for and pending applications to register the same including all reissues, extensions and renewals thereto, and all moral rights thereto under the laws of any jurisdiction, and all copyrighted or copyrightable works, including, without limitation, any Software, databases, data, documentation, including copies and tangible embodiments (in whatever form or medium), Internet web-sites and the content thereof, and any other works of authorship, together with all rights associated with any of the foregoing, including without limitation, the registrations, applications and Company Software Products and unregistered copyrights set forth on Exhibit A.

"Intellectual Property" means Patents, Trademarks, Copyrights, and Trade Secrets.

"Patents" means all patents and patent applications (including, without limitation, provisional applications, utility applications and design applications) and patentable inventions owned by XPL, including, without limitation, reissues, patents of addition, continuations, continuations-in-part, substitutions, additions, divisionals, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions, patent disclosures and inventions, draft patent applications and the like, any foreign or international equivalent of any of the foregoing, and any domestic or foreign patents or patent applications claiming priority to any of the above, together with all rights associated with any of the foregoing, including, without limitation, the patents and patent applications set forth on Exhibit B.

"Trademarks" means all trademarks, service marks, trade names, logos, corporate names, company names, business names, fictitious business names, trade styles, uniform

resource locators (URLs), internet domain names, trade dress, any other names and locators associated with the Internet, other source of business identifiers, whether registered or unregistered and whether or not currently in use, and registrations, applications to register and all of the goodwill of the business related to the foregoing, foreign versions of the foregoing whether protected, created or arising under the Laws of the United States or any other jurisdiction and owned by XPL, together with all rights associated with any of the foregoing, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C, provided, however, that the "Trademarks" shall not include the trade names and business names "XPL" and "Exploit Prevention Labs".

"Trade Secrets" means all rights arising from or in respect to trade secrets and other confidential information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether or not protected, created or arising under the laws of the United States or any other jurisdiction, in each case owned or licensed by XPL and used in connection with the business of XPL.

COPYRIGHTS

1. XPL hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest, in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. XPL shall cooperate with Assignee in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

TRADEMARKS

3. XPL hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. XPL shall cooperate with Assignee in any action Assignee reasonably requests that XPL take in order to effectuate, carry out, or fulfill the parties' intent and/or XPL's

obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

PATENTS

5. XPL hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

6. XPL shall cooperate with Assignee in any action Assignee reasonably requests that XPL take in order to effectuate, carry out, or fulfill the parties' intent and/or XPL's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

TRADE SECRETS

7. XPL hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. XPL agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

GENERAL

9. Entire Agreement. This Assignment and the Acquisition Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties. Neither the making nor the acceptance of this Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Company Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Acquisition Agreement or constitute a waiver or release by XPL or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Acquisition Agreement including, without limitation, the representations and warranties and other provisions thereof.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

11. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Delaware, excluding any conflicts of laws or principle that might refer the governance or construction of this Assignment to the law of another jurisdiction.

12. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

EXPLOIT PREVENTION LABS, INC.

By: _____
Name: Robert C. Bales
Title: Chief Executive Officer

GRISOFT LIMITED

By: _____
Name: Dennis Smith
Title: Director

ACKNOWLEDGMENT

STATE OF :

: ss.

COUNTY OF :

Robert C. Bales, being duly sworn, says that he is the Chief Executive Officer of Exploit Prevention Labs, Inc., a Delaware corporation, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Exploit Prevention Labs, Inc., pursuant to due authority.

Exploit Prevention Labs, Inc.

By: _____
Name: Robert C. Bales
Title: Chief Executive Officer

Sworn to and subscribed
before me this 4th day
of December 2007.

Notary Public

My commission expires: _____

(SEAL)

EXHIBIT A
COPYRIGHTS

I. Software Products (all versions in each case):

1. LinkScanner Pro
2. LinkScanner Lite
3. LinkScanner Online
4. Socket Shield
5. LinkScanner SDK
6. SocketShield SDK

II. Research tools not incorporated into the Company Software Products (all versions in each case):

- A. DatFileBuilder
- B. DatFile Reader
- C. BlackListControlPanel
- D. BlackListMnt
- E. FilterBuilder
- F. Phishy
- G. Siggy
- H. DatCopier
- I. DatUploader
- J. WebRadar
- K. SocketTrackerControl
- L. ProcessWatcher
- M. SocketCapViewer
- N. SploitCheckerForFiles
- O. ExploitScanner
- P. IFCacheScanner
- Q. ISO-y
- R. AnalyseY

S. WRRemote

T. PhishFinder

U. SS Key Tool

III. Products Under Development

A. LinkScanner toolbar product

IV. Other Technology

A. WormRadar Technology

EXHIBIT B

PATENTS

Title	Country	Status	Filing Date	Application #
Software Vulnerability Exploitation Shield	US	Pending	March 26, 2007	11 691,094
Software Vulnerability Exploitation Shield	PCT	Pending	March 26, 2007	PCT/US2007 064949

EXHIBIT C
TRADEMARKS

I. Registered Trademarks and Trademark Applications:

<u>Mark</u>	<u>Country</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Goods/Services /Class(es)</u>
LinkScanner	United States	77 010,467 09 29 2006	3,295,838 09/18/2007	Classes 9, 21, 23, 26, 36, 38.
MyLinkScanner	United States	77 010,646 09 29 2006	N A	Classes 9, 21, 23, 26, 36, 38.

II. Common Law Trademarks and Trade Names:

- Right Click
- LinkScanner WEB

III. Domain Names:

corpdatt.explabs.com	LinkScannerOnline.com
corpprev.explabs.com	linkscannerpro.com
explabs.com	linkscannerpro.net
explabs.net	linkscannerweb.com
exploitpreventionlabs.com	linkscannerweb.net
exploitpreventionlabs.net	mail.explabs.com
googleadscam.com	mylinkscanner.com
LinkScanner.com	NailedIn30Seconds.com
link-scanner.com	searchshield.explabs.com
linkscanner.explabs.com	socketshield.com
LinkScanner.net	socketshield.net
link-scanner.net	test.socketshield.com
LinkScanner.org	WormRadar.com
linkscannerdemo.com	WormRadar.net
linkscannerlite.com	WormRadar.org
linkscannerlite.net	