

JAN 26 2009

02-05-2009



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To the Director of the United States Patent and Trademark Office

original documents or copy thereof.

1. Name of conveying party(ies):

Lockdown Networks, Inc.

Additional name(s) of conveying party(ies) attached?

☒ No ☐ Yes

2. Name and address of receiving party(ies):

Name: MCAFEE, INC.

Internal Address:

Street Address: 3965 Freedom Circle

City: Santa Clara

State/Province: CA

Zip: 95054

Country: USA

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of Conveyance

☐ Assignment

☒ Merger

☐ Security Agreement

☐ Change of Name

☐ Other:

Execution Date(s): August 11, 2008

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)

11/336,692

11/461,321

11.337,408

B. Patent No.(s)

None

Additional numbers attached? Yes ☒ No

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

Name: Patent Capital Group

Internal Address: 6119 McCommas

Street Address: Dallas, Tx 75214

6. Total number of applications and patents involved: 24

7. Total Fee (37 CFR 3.41).....\$ 120.00

☒ Credit Card Payment Form (PTO-2038)

8. Deposit Account Number:

(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.

Thomas J. Frame

Name of Person Signing

Thomas J. Frame

Signature

January 26, 2009

Date

Total number of pages including cover sheet, attachments, and documents: 7 pages

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, Virginia 22313-1450

01/29/2009 VBUI11 00000029 11336692

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Based on Form PTO-1595

**BILL OF SALE
AND
ASSET PURCHASE AGREEMENT**

by and among

McAFEE, INC.,
a Delaware corporation
("Buyer")

LOCKDOWN NETWORKS, INC.,
a Washington corporation
("Seller")

and

Cargill Ventures
Continental Casualty Company
Ignition Venture Partners II, LP
Ignition Managing Directors' Fund II,
LLC
Intel Capital Corporation
Middlefield Ventures, Inc
Integral Capital Partners VI, L.P.
Cypress Nevada LLC
("Shareholders")

Dated: August 11, 2008

BILL OF SALE AND ASSET PURCHASE AGREEMENT

THIS BILL OF SALE AND ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into this 11th day of August, 2008, by and among McAfee, INC., a Delaware corporation ("Buyer"), **LOCKDOWN NETWORKS, INC.**, a Washington corporation ("Seller"), and each of the principal shareholders of Seller set forth on the signature pages hereto (together, "Shareholders").

RECITALS:

A. Until March 18, 2007, Seller was engaged in the business of developing and providing Network Access Control products (the "Products"), including, but not limited to, Lockdown Enforcer, Lockdown Commander, and Lockdown Sentry.

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's assets used in developing and providing the Products, excluding however, those assets related to Seller's Vulnerability Assessment solution that do not in any way relate to or adversely impact Buyer's ownership of, or ability to fully utilize, the Products (the "Business"), free and clear of any and all Liens upon the terms and conditions set forth in this Agreement.

C. Shareholders desire to cause Seller to perform its obligations under this Agreement and to make certain representations and warranties to Buyer in connection with the transactions contemplated by this Agreement.

D. In light of Shareholders' relationship with Seller, Seller's ownership of the Assets, and the contributions of Shareholders and Seller in the past to the growth and development of the Business, one of the conditions to the consummation by Buyer of the transactions contemplated in this Agreement is that Seller and each Shareholder agree to certain covenants contained in this Agreement for the purpose of transferring to Buyer the goodwill, proprietary rights and going concern value of the Business.

E. Contemporaneously with the execution and delivery of this Agreement by the parties hereto, as a material inducement to Buyer to enter into this Agreement, each of the Shareholders is executing a confidentiality agreement in the form attached hereto as **Exhibit A**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below, the parties hereby agree as follows:

1. **Purchase and Sale of Purchased Assets.** Seller hereby sells, assigns, transfers, conveys and delivers to Buyer, and Buyer hereby purchases from Seller, free and clear of any and all Liens, all of the assets of Seller related to, arising out of or used in the Business, including but not limited to, the following assets, but excluding any Seller contracts not otherwise set forth on Schedule 1(d) hereto (collectively, the "Purchased Assets");

(a) **Equipment.** All equipment, racking and computer hardware used in the Business, whether owned, leased or used by Seller in the Business (the "Equipment"), including, but not limited to the Equipment described in Schedule 1(a) attached hereto;

(b) **Intellectual Property.** All Intellectual Property owned or used by Seller and the Subsidiaries in the Business. Schedule 1(b) sets forth an accurate and complete list of all Patents, Marks and Copyrights owned or used by Seller in the Business. Schedule 1(b) lists the jurisdictions in which each such item of Intellectual Property has been issued or registered or in which any such application for such issuance and registration has been filed;

(c) **Licenses, Permits and Approvals.** All licenses, permits, approvals and authorizations of whatsoever kind and type, governmental or private, issued, applied for, or pending of Seller and the Subsidiaries (the "Licenses and Permits") related to the Business. Schedule 1(c) attached hereto contains a complete list of all Licenses and Permits used by and required of Seller and the Subsidiaries in the conduct of the Business;

(d) **Contracts.** Only those Seller contracts set forth on Schedule 1(d) (the "Contracts"); and

(e) **Claims and Rights.** All claims and rights of Seller and the Subsidiaries associated in any way with the Purchased Assets and the Contracts.

2. **Assumption of Certain Liabilities.**

(a) **Assumed Liabilities.** Buyer hereby assumes and agrees to undertake, pay, perform and/or discharge only the Liabilities of Seller arising from and after the Closing Date pursuant to the Contracts set forth on Schedule 1(d) attached hereto, but in each case only to the extent that the Liability relates to the performance of the applicable Contract by Buyer or its assignee after the Closing ("Assumed Liabilities").

(b) **No Third Party Beneficiaries or Expansion of Rights.** Notwithstanding anything contained herein to the contrary, nothing in this Agreement, express or implied, is intended to or shall be construed to confer upon, or give to, any person, partnership, corporation or other entity other than Seller and Shareholders, any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of Seller and Shareholders.

This Agreement shall, in all events, be construed so that the assumption by Buyer of the Assumed Liabilities, and the delegation thereof by Seller, shall in no way expand or increase the rights and/or remedies of any third party against either Buyer or Seller as compared to the rights and/or remedies that such third party would have had against Seller had Buyer not assumed such liabilities. Without limiting the generality of the preceding sentence, the assumption by Buyer of the Assumed Liabilities shall not create any third party beneficiary rights.

Disclosure Schedule 1(b) - Patent, Marks and Copyrights owned or used by Seller in the Business

Patents:

11/336,692 Darby Ref. 20299/1201920- US1	Filed on 01/19/06 (pending)	NETWORK APPLIANCE FOR SECURELY QUARANTINING A NODE ON A NETWORK	Robert G. Gilde, XinShen	January 19, 2006
11/461,321 Darby Ref. 20299/1201920- US2	Filed on 07/31/06 (pending)	NETWORK APPLIANCE FOR CUSTOMIZABLE QUARANTINING OF A NODE ON A NETWORK	Robert G. Gilde, Christopher D. Boscolo	August 8, 2006
11/337,408 Darby Ref. 20299/1202414- US3	Filed on 01/23/06 (pending)	ENABLING DYNAMIC AUTHENTICATION WITH DIFFERENT PROTOCOLS ON THE SAME PORT FOR A SWITCH	Alexander VankXinShen Matt B. Cobb Brad Robel- Forrest Evan M. Webb	January 23, 2006

Trademarks:

ID	Owner	Mark	Country	IC	App. Dt. App. No.	QA ROA	PUB NOA	SOU RFE	Reg. No. (Reg. Dt.)	Sec A/16 (Filed)	Renewal Status
000	Lockdown Networks, Inc.	GDAC	United States	09	3/16/2006 78134,867	5/1/2006 8/22/2006	3/18/2006 12/12/2006				ABANDONED
001	Lockdown Networks, Inc.	LOCKDOWN	United States	09	6/9/2004 78438,108	1/18/2006 7/10/2006			3,143,678 9/12/2006	3/12/2012 5/12/2016	REGISTERED
002	Lockdown Networks, Inc.	BAC	United States	09	10/28/2006 78140,677	5/1/2006 8/27/2006	10/9/2006 4/3/2007	9/26/2007	3,373,993 1/22/2008	1/22/2014 1/22/2018	REGISTERED
004	Lockdown Networks, Inc.	LOCKDOWN	United States	09	12/28/2006 77673,652	4/26/2007 10/26/2007	1/4/2008		3,426,296 5/20/2008	5/20/2014 5/20/2018	REGISTERED

IN WITNESS WHEREOF, Buyer, Seller, and Shareholders have executed and delivered this Agreement as of the day and year first above written.

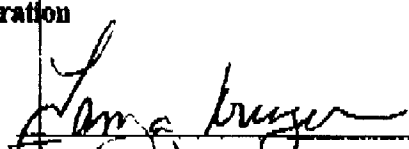
BUYER:

McAFEE, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

SELLER:

LOCKDOWN NETWORKS, INC., a Washington corporation

By:  _____
Name: Thomas Kruger
Its: CFO

IN WITNESS WHEREOF, Buyer, Seller, and Shareholders have executed and delivered this Agreement as of the day and year first above written.

BUYER:

McAFEE, INC., a Delaware corporation

McAfee Legal
Approved

By:

Name:

Its:

1/27/09 / [Signature]

KEITH S. KAZEMINSKI

SVP, FINANCE & CAO

SELLER:

LOCKDOWN NETWORKS, INC., a Washington corporation

By:

Name:

Its:

ATTACHMENT A
Application Serial Nos./Attorney Docket Nos.

Serial No.	Matter #	Title
11/336,692	20299/1201920-US1	Network Appliance for Securely Quarantining a Node on a Network
11/461,321	20299/1201920-US2	Network Appliance for Customizable Quarantining of a Node on a Network
11/337,408	20299/1202414-US3	Enabling Dynamic Authentication with Different Protocols on the Same Port for a Switch