

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------------|----------------|
| Mirage Networks, Inc. | 02/01/2009 |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------|
| Name: | TW Acquisition, Inc. |
| Street Address: | 70 W. Madison St. |
| Internal Address: | #1050 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60602 |

PROPERTY NUMBERS Total: 11

| Property Type | Number |
|---------------------|----------|
| Application Number: | 10749718 |
| Application Number: | 10676709 |
| Patent Number: | 7469418 |
| Application Number: | 10676541 |
| Application Number: | 10676505 |
| Application Number: | 10836871 |
| Application Number: | 11184941 |
| Application Number: | 11329786 |
| Patent Number: | 7124197 |
| Application Number: | 11443653 |
| Patent Number: | 7448076 |

CORRESPONDENCE DATA

Fax Number: (202)682-3580

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

PATENT

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CH \$440.00 10749718

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Email: jryniewicz@kayescholar.com
Correspondent Name: John P. Ryniewicz
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Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

62465-0013

NAME OF SUBMITTER:

John P. Ryniewicz

Total Attachments: 6

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ASSIGNMENT – PATENT RIGHTS

THIS ASSIGNMENT (“*Assignment*”) is made and entered into as of February 1st, 2009 (the “*Effective Date*”) by and between TW Acquisition, Inc., a corporation organized under the laws of the State of Texas and having a place of business at 70 W. Madison St., #1050, Chicago, Illinois 60602 (“*Assignee*”), and Mirage Networks, Inc., a corporation organized under the laws of the State of Delaware and having a place of business at 3600 N. Capital of Texas Highway, Building B, Suite 370, Austin, Texas 78746 (“*Assignor*”) (each, a “*Party*” and together, the “*Parties*”).

WITNESSETH:

WHEREAS, Assignor owns and wishes to assign all its right, title and interest in and to the patents and patent applications set forth in Exhibit A and other patent rights (the “*Patent Rights*,” as further defined below) and all other intellectual property, proprietary and other rights related to the inventions therein and/or subject matter thereof (the “*Assigned Rights*,” as further define below), and

WHEREAS, the Parties agree that as of the Effective Date Assignor shall be the owner of all right, title and interest in and to the Assigned Rights;

NOW, THEREFORE, in consideration of Ten Dollars (\$10) and the consideration set forth in that certain Asset Purchase Agreement, of even date herewith, between Assignor and Assignee and the mutual promises and covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. Definition.

“*Patent Rights*” means patents and patent applications set forth in Exhibit A (the “*Patents*”) and any an all inventions, Letters Patent and patent applications claiming the benefit of or being entitled to the filing date of the Patents, including, but not limited to, any continuations, continuations-in-part, divisional applications and patents issued therefrom, and reissued and reexamined patents for the full term thereof, and the right to make applications therefor Letters Patent under the laws of the United States of America and all other jurisdictions.

“*Assigned Rights*” means the Patent Rights, all intellectual property, proprietary and other rights related to the inventions therein and/or the subject matter thereof, and the right to sue for, assert claims or demands, settle or release, and recover all damages and other remedies available at law or in equity for any past, present or future infringement, misappropriation or other violation of any the foregoing. .

2. Assignment.

Assignor agrees to and hereby does assign, transfer and convey unto Assignee Assignor’s full and exclusive right, title and interest in and to the Assigned Rights throughout the World fee and clear of all liens, mortgages, pledges, security interests, claims, assessments, and encumbrances to the same extent that all such right, title and interest would have been held by Assignor had this assignment not been made. Assignee accepts such right, title and interest.

Assignor, without reservation, hereby binds itself and its successors, assigns and legal representatives (and any legal entities through which Assignor and/or and of its successors, assigns and legal representatives does business) to cooperate fully and promptly with Assignee and do all acts necessary or required to be done or requested by Assignee or its attorneys to assign all right, title and interest in and to the Assigned Rights to Assignee, to perfect title to the Assigned Rights in Assignee, to

cooperate in the prosecution of all patent rights and all other intellectual property rights before the U.S. PTO, the United States Copyright Office and similar foreign offices without the necessity of further consideration from Assignee and at Assignee's expense including, without limitation, to execute and deliver to Assignee any and all lawful application documents, including petitions, specifications, oaths, assignments, disclaimers and lawful affidavits, in form and substance as may be requested by Assignee, to communicate to Assignee all facts known to it relating to any of the Assigned Rights, and to furnish Assignee with any and all information, models, documents, materials or records of any kind (and in any media) in its control, which may be useful for establishing the facts of conceptions, disclosures, reduction to practice and the like; to testify in, and assist in Assignee's preparation for, all legal, administrative or other proceedings (including, without limitation, proceedings in connection with the reissue application and any reexamination, interference or other proceeding before the applicable Patent and Trademark or Copyright Office, or similar offices); to sign, execute and deliver all lawful papers, when called upon to do so, that may be necessary or desirable in connection with the foregoing; to give testimony at depositions, hearings, proceedings and at trials and in any litigation as may be reasonably requested by Assignee and to discuss with Assignee's counsel all matters relating to the foregoing before any such depositions, hearings, proceedings and trials; and generally to do everything possible to aid Assignee in connection with the foregoing in the United States of America and other countries. Assignor (and each of its successors and assigns) shall discharge its obligations hereunder promptly, but in any event within such time period as is required to allow Assignee to timely preserve or assert his rights in connection with the prosecution, maintenance, enforcement and defense of the Assigned Rights. Assignor hereby appoints Assignee as its agent and attorney-in-fact to act for and on its behalf in connection with the foregoing, which appointment is irrevocable and coupled with an interest. Assignor agrees not to file any further applications (except only to the extent expressly requested by Assignee, and in such cases, of any, only in accordance with such request(s)) with respect to the subject matter of the Assigned Rights, or to contest or challenge, or assist any third party in contesting or challenging, Assignee's ownership of the Assigned Rights. As used herein, "Assignee" refers to TW Acquisition, Inc., a Texas corporation, and its successors and assigns.

3. General Provisions.

No modification to this Assignment shall be binding unless made in writing and signed by the parties hereto. The headings herein have been inserted for convenience of reference only and do not define or limit the provisions hereof.

The Parties agree that it is not the intention of any Party to violate any public policy, statutory or common law or governmental regulation. To the extent that any provision, portion or extent of this Assignment is found invalid, illegal or unenforceable, then that provision, portion or extent shall be severed or deleted therefrom or limited so as to give effect to the intent of the parties insofar as possible and that the remainder of this Assignment shall remain binding upon the Parties. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provisions.

This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law provisions.

This Assignment may be executed in two counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first set forth above.

Assignor:

TW Acquisition, Inc.
70 W. Madison St., #1050
Chicago, Illinois 60602

Assignee:

Mirage Networks, Inc.
3600 N. Capital of Texas Highway
Building B, Suite 370
Austin, Texas 78746

By: Robert J. McCullen
Name: Robert J. McCullen
Title: Chief Executive Officer

By: _____
Name: Greg Stock
Title: Chief Executive Officer

STATE OF _____)
: ss.
COUNTY OF _____)

On this ____ day of _____, 2009 before me personally appeared Greg Stock (on behalf of Assignor), who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the purpose therein set forth.

NOTARY PUBLIC
My Commission expires:
[Seal]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first set forth above.

Assignor:

TW Acquisition, Inc.
70 W. Madison St., #1050
Chicago, Illinois 60602

Assignee:

Mirage Networks, Inc.
3600 N. Capital of Texas Highway
Building B, Suite 370
Austin, Texas 78746

By: _____

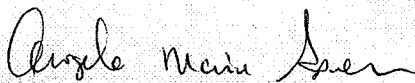
Name: Robert J. McCullen
Title: Chief Executive Officer

By: _____

Name: Greg Stock
Title: Chief Executive Officer

STATE OF Texas)
 : ss.
COUNTY OF Travis)

On this 1st day of February, 2009 before me personally appeared Greg Stock (on behalf of Assignor), who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the purpose therein set forth.



NOTARY PUBLIC

My Commission expires: 9/21/11

[Seal]

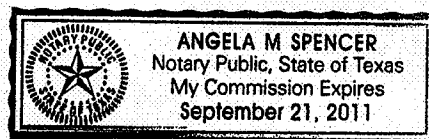


EXHIBIT A

Patents and Patent Applications

MIRAGE NETWORKS, INC.
Schedule of Patents and Patent Applications
January 2009

Docket No. MIR0001C1US
Serial No. 10/749,718
Title: System and Method for Managing Network Communications

Docket No. 1073.P002 US
Serial No. 10/676,709
Title: Identification of Reconnaissance Activity

Docket No. MIR0003US
Serial No. 10/676,637
Patent No. 7,469,418
Title: Deterring Network Incursion

Docket No. MIR0004US
Serial No. 10/676,541
Title: Tracking Communication For Determining Device States

Docket No. MIR0005US
Serial No. 10/676,505
Title: Logical/Physical Address State Lifecycle Management

Docket No. MIR0006US
Serial No. 10/836,871
Title: Zero Hop Algorithm For Network Threat Identification And Mitigation

Docket No. MIR0007US
Serial No. 11/184,941
Title: Rapidly Propagating Threat Detection

Docket No. MIR0008US
Serial No. 11/329,786
Title: Detection Of Wireless Devices

Docket No. MIR0009US
Serial No. 10/277,765
Patent No. 7,124,197
Title: Security Apparatus And Method For Local Area Networks

Docket No. MIR0009C1US
Serial No. 11/443,653
Title: Security Apparatus And Method For Local Area Networks

Docket No. MIR0009EP
Serial No. EP03752274.5
Title: Security Apparatus And Method For Local Area Networks

Docket No. MIR0010US
Serial No. 10/277,762
Patent No. 7,448,076
Title: Security Apparatus And Method For Local Area Networks