

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Phoenix Technologies Ltd.	04/07/2010
RECEIVING PARTY DATA	
Name:	Absolute Software Corporation
Street Address:	1055 Dunsmuir St.
Internal Address:	Suite 1600, Four Bentall Centre
City:	Vancouver BC
State/Country:	CANADA
Postal Code:	V7X 1K8
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12321503
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	ABSW.P104
NAME OF SUBMITTER:	Brenda Yamasaki
Total Attachments: 4 source=ABSW_P104_PHNX_to_ABSW_Assignment#page1.tif source=ABSW_P104_PHNX_to_ABSW_Assignment#page2.tif source=ABSW_P104_PHNX_to_ABSW_Assignment#page3.tif	

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PATENT ASSIGNMENT AGREEMENT

WHEREAS, Phoenix Technologies Ltd., a Delaware corporation ("ASSIGNOR") owns certain patent applications and/or registrations, as listed in Exhibit A attached hereto and incorporated herein by this reference ("PATENTS"); and

WHEREAS, Absolute Software Corporation, a British Columbia corporation ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the PATENTS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Asset Purchase Agreement dated April 7, 2010 (the "APA"), assigning, among other things, all right, title and interest in and to the PATENTS from ASSIGNOR to ASSIGNEE;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR under the APA, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the PATENTS, including, without limitation the right to apply for any all divisionals, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of the applications and registrations for such PATENTS); all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement and damages, misappropriation or violation of rights related to the foregoing); any and all other rights and interests related to the PATENTS; and the right to otherwise fully and entirely stand in the place of ASSIGNOR in all matters related to such right, title and interest. ASSIGNOR agrees, at ASSIGNEE's expense, to take such further action and to execute such additional documents as ASSIGNEE may reasonably request to carry out and fulfill the purposes and intent of this Patent Assignment Agreement ("Assignment"), including but not limited to all actions necessary or desirable to record and perfect ASSIGNEE's interest in and to the PATENTS.

ASSIGNOR hereby irrevocably constitutes and appoints ASSIGNEE as ASSIGNOR's full and lawful attorney, with full power of substitution, in its name or otherwise, to sign all documents, instruments, or agreements and to take any other actions ASSIGNEE chooses to take, in its sole discretion, with respect to the PATENTS.

ASSIGNOR hereby authorizes and requests the US Patent & Trademark Office, and any other official or agency throughout the world whose duty it is to register and record ownership in patent registrations and applications for registration, to record ASSIGNEE as assignee and owner of the PATENTS.

This Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of ASSIGNOR and ASSIGNEE with respect to the PATENTS and shall not be construed to limit or expand the rights of any party under the APA. Notwithstanding anything contained herein to the contrary, to the extent that any provision of this Assignment is inconsistent or conflicts with the APA, the APA shall control.

[Remainder of Page Intentionally Left Blank]

EXECUTION COPY

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed by an authorized officer on this 7th day of April, 2010.

PHOENIX TECHNOLOGIES, LTD.,
a Delaware corporation

By: Robert Andersen
Its: CFO

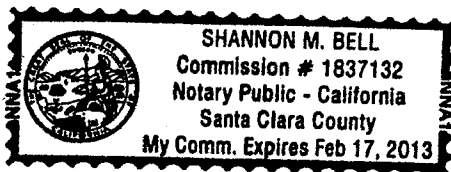
STATE OF California)
COUNTY OF Santa Clara) ss.

On April 7, 2010, before me, the undersigned notary public in and for said County and State, personally appeared Robert Andersen

☒ personally known to me [or]
☒ proved to me on the basis of satisfactory evidence

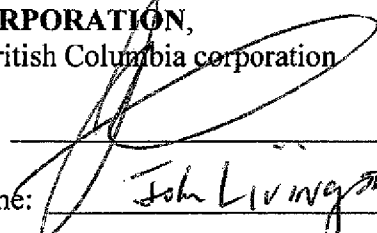
to be the person~~(s)~~ whose name~~(s)~~ is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity~~(ies)~~ and that, by his signature~~(s)~~ on the instrument, the person~~(s)~~ or the entity~~(ies)~~ upon behalf of which the person~~(s)~~ acted executed the instrument.

WITNESS my hand and official seal.



Shannon M. Bell
My commission expires on
February 17, 2013

**ABSOLUTE SOFTWARE
CORPORATION,**
a British Columbia corporation

By:  _____

Name: John Livingston


Title: CEO

EXECUTION COPY

EXHIBIT A

PATENTS

U.S. AND FOREIGN PATENT APPLICATIONS TO BE ASSIGNED

U.S. APPLICATION NUMBER	DATE OF FILING	INVENTORS	TITLE	ISSUED/PENDING CORRESPONDING FOREIGN PATENTS
				
12/321503	Jan. 21, 2009	Gaurav Banga	Secure Platform Management Device	PCTUS2009000479, TW (098103163)

Patent Assignment
LA\2068494.7

RECORDED: 05/13/2010

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