

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vidooop LLC	01/12/2010
RECEIVING PARTY DATA	
Name:	Confident Technologies, Inc.
Street Address:	265 Santa Helena #105
City:	Solana Beach
State/Country:	CALIFORNIA
Postal Code:	92075
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	12035377
Application Number:	12050885
Application Number:	12247209
Application Number:	12332266
CORRESPONDENCE DATA	
Fax Number:	(858)792-3447
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8587923446
Email:	trevorcoddington@sandiegoiplaw.com
Correspondent Name:	San Diego IP Law Group LLP
Address Line 1:	12526 High Bluff Drive, Suite 300
Address Line 4:	San Diego, CALIFORNIA 92130
NAME OF SUBMITTER:	Trevor Coddington

OP \$160.00 12035377

Total Attachments: 11
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**PATENT
 REEL: 026263 FRAME: 0725**

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Assignment of Patent Rights from Vidoop LLC to Vidoop, Inc.

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY is effective as of January 12, 2010.

WHEREAS, Vidoop LLC, an Oklahoma limited liability company ("Assignor") is the owner of the intellectual property set forth on Schedules A, B, and C hereto (collectively referred to as the "IP");

WHEREAS, Assignor has agreed to transfer all of its rights in and to the IP to Vidoop, Inc., a Delaware corporation ("Assignee"), and Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in the Asset Purchase Agreement by and among the Assignor, Assignee and the other parties thereto dated as of September 22, 2009 ("Purchase Agreement"); and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of Assignor's right, title and interest in and to the IP to Assignee.

NOW, THEREFORE, the parties agree as follows:

Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, the entire right, title and interest, in and to: (i) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof (collectively, "Patents") as listed in Schedule A; (ii) all inventions (whether patentable or not), invention disclosures and improvements, all trade secrets, proprietary information, know how and technology; (iii) all works of authorship, copyrights, mask works, copyright and mask work registrations and applications; (iv) all industrial designs and any registrations and applications therefor; (v) all trade names, logos, trademarks and service marks, trademark and service mark registrations and applications (collectively, "Trademarks") as listed on Schedule B; (vi) all databases and data collections (including knowledge databases, customer lists and customer databases); (vii) all rights in Software (as defined in the Purchase Agreement) as listed on Schedule C; (viii) any similar, corresponding or equivalent rights to any of the foregoing; and (ix) all goodwill associated with any of the foregoing, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, in all countries throughout the world (collectively, "All IP"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

Assignor hereby requests the Director of the United States Patent and Trademark Office (the "Director"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the IP to record this Assignment of Intellectual Property. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark, patent and copyright registrations resulting from applications among the IP or derived therefrom to Assignee as assignee of the entire interest therein.

Assignor agrees to execute further papers and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All IP in the Assignee or which may be necessary to obtain, renew, issue or enforce All IP. This Assignment of Intellectual

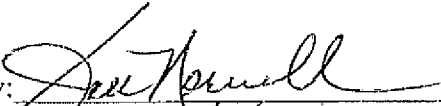
Property shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the above-referenced day and year.

ASSIGNOR:

VIDOOP LLC

By: 
Name: Joe Howell
Title: Manager

ASSIGNEE:

VIDOOP, INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property to be executed as of the above-referenced day and year.

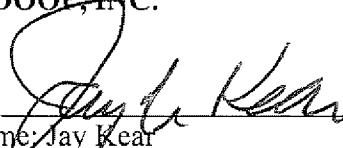
ASSIGNOR:

VIDOOP LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

VIDOOP, INC.

By:  _____
Name: Jay Kear
Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

PATENT
REEL: 026263 FRAME: 0731

Schedule A

Patents

Status Key: P = Pending, E = Expired, G = Granted, C = Closed, PU = Published, R = Registered

	COUNTRY	TITLE	APPLICATION NO. (PUBLICATION NO.)/ PATENT NO.	Status
1	US – Non-Prov.	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	Serial No: 11/420,061	P
2	PCT	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	US2007/10099 (WO2007/139644)	C
3	US – CIP	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	Serial No: 11/677,562 US2007/0277224	PU
4	Japan	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	JP 2008204424	P
5	Japan	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	2007-162472	P
6	Korea	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	2007-0061768 0812411	G
7	PCT	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	US2008/54592 (WO2008/103834)	PU
8	US – CIP	METHODS AND SYSTEMS FOR GRAPHICAL IMAGE AUTHENTICATION	Serial No: 12/035,377 (US2008/0244700)	PU
9	US – Prov	METHODS AND SYSTEMS FOR DELIVERING SPONSORED OUT-OF-BAND PASSWORDS	Serial No: 60/888,312	E
10	PCT	METHODS AND SYSTEMS FOR DELIVERING SPONSORED OUT-OF-BAND PASSWORDS	US2008/53090 (WO2008/098004)	PU
11	US – Prov	METHODS AND APPARATUS FOR QUEUING USER ACTION PRIOR TO AUTHENTICATION	Serial No: 60/915,841	E
12	US – Prov	METHODS AND SYSTEMS FOR MANAGEMENT OF IMAGE-BASED PASSWORD ACCOUNTS	Serial No: 60/973,154	E
13	US – Prov	METHODS AND SYSTEMS FOR AUTOMATED USER-ASSISTED FORM FILING	Serial No: 60/987,006	E
14	US – Prov	METHODS AND SYSTEMS FOR STORING AND USING A PLURALITY OF PASSWORDS	Serial No: 60/973,067	E
15	US – Non-Prov	METHODS AND SYSTEMS FOR MANAGEMENT OF IMAGE-BASED PASSWORD ACCOUNTS	Serial No: 12/212,635	P
16	PCT	METHODS AND SYSTEMS FOR MANAGEMENT OF IMAGE-BASED PASSWORD ACCOUNTS	US2008/76742 (WO2009/039223)	PU
17	US – Non-Prov	METHODS AND SYSTEMS FOR GRAPHICAL SECURITY AUTHENTICATION AND ADVERTISING	Serial No: 12/050,885	P
18	PCT	METHODS AND SYSTEMS FOR GRAPHICAL SECURITY AUTHENTICATION AND ADVERTISING	US2009/37447	P
19	US Prov.	SYSTEM AND METHOD FOR AUTHENTICATING A USER TO A COMPUTER SYSTEM	US 60/888,341	E
20	PCT	SYSTEM AND METHOD FOR AUTHENTICATING A USER TO A COMPUTER SYSTEM	US08/53129	P
21	US Prov	SECURE PASSWORD CACHING	US60/893,001	E
22	PCT	SECURE PASSWORD CACHING	US08/55886	P
23	PCT	METHOD AND APPARATUS FOR QUEUING USER	US08/62435	P

	COUNTRY	TITLE	APPLICATION NO. (PUBLICATION NO.)/ PATENT NO.	Status
		ACTION PRIOR TO AUTHENTICATION		
24	US	IMAGESHIELD DESIGN	29/276,601	E
25	European Patent Office	IMAGESHIELD DESIGN (Two Patents)	762, 125-001 and 762, 125-002	R
26	US Design Patent Office	IMAGESHIELD DESIGN	Serial No: 29/297,154	Filed EPO and Korea (see below)
27	European Patent Office	IMAGE SHIELD DESIGN (Six Patents)	913959-01 through 913959-06	R
28	Korea	IMAGESHIELD DESIGN	2008-18344 Issue Number 519,275	P
29	PCT	SYSTEM AND METHOD FOR AUTOMATED FILLING OF WEB-BASED FORMS	US08/070517	P
30	PCT	METHOD AND SYSTEM FOR STORING AND USING A PLURALITY OF PASSWORDS (PASSWORD SAFE)	US08/76651	P
31	US	GRAPHICAL IMAGE AUTHENTICATION OF CIP	US 12/247,209 Corresponds with PCT/US07/10099	P
32	AU	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	AU 2007/268,223 Corresponds with PCT/US07/10099	P
33	CA	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	CA 2,649,015 Corresponds with PCT/US07/10099	P
34	EP	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	EP 07,776,237.5 Corresponds with PCT/US07/10099	P
35	CN	GRAPHICAL IMAGE AUTHENTICATION AND SECURITY SYSTEM	CN 2007/80019042.8 Corresponds with PCT/US07/10099	P
36	US	METHODS AND SYSTEMS FOR PROTECTING WEBSITE FORMS FROM AUTOMATED ACCESS	Serial No: 12/332,266	P

Vidoop, Inc. Changes Name to Confident Technologies, Inc.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "VIDOOP, INC.", CHANGING ITS NAME FROM "VIDOOP, INC." TO "CONFIDENT TECHNOLOGIES, INC.", FILED IN THIS OFFICE ON THE TWELFTH DAY OF JANUARY, A.D. 2010, AT 5:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

4694379 8100

100032641

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7754384

DATE: 01-13-10

PATENT
REEL: 026263 FRAME: 0735

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF INCORPORATION
OF
VIDOOP, INC.**

The undersigned, Curtis H. Staker, hereby certifies that:

1. He is the duly elected and acting Chief Executive Officer of Vidoop, Inc., a Delaware corporation (the "Corporation").
2. Article I of the Certificate of Incorporation of this Corporation is amended and restated in its entirety to read as follows:

"The name of this Corporation is Confident Technologies, Inc."
3. The foregoing amendment of the Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 141, 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned Chief Executive Officer does hereby make this Certificate of Amendment to the Certificate of Incorporation of Vidoop, Inc. and hereby declares and certifies that this is his act and deed and the facts herein stated are true, and accordingly, has hereunto set his hand this 12th day of January 2010.

Vidoop, Inc.,
a Delaware corporation

By: /s/ Curtis H. Staker
Chief Executive Officer