

# PATENT ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Third Brigade Inc.	04/28/2009
<b>RECEIVING PARTY DATA</b>	
Name:	Trend Micro Kabushiki Kaisha
Street Address:	Shinjuku MAYNDS Tower 2-1-1
Internal Address:	Yoyogi, Shibuya-Ku
City:	Tokyo
State/Country:	JAPAN
Postal Code:	151-0053
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13324210
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(613)831-3329
Phone:	613-831-6003
Email:	admin@ip-mex.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Victoria Donnelly
Address Line 1:	PO Box 24001
Address Line 2:	Hazeldean RPO
Address Line 4:	Kanata, Ontario, CANADA K2M 2C3
ATTORNEY DOCKET NUMBER:	TB-025-US-CON
NAME OF SUBMITTER:	Victoria Donnelly
Total Attachments: 10 source=2-Assignment-Third-Brigade-TrendMicro-signed#page1.tif	

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**PATENT**  
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Assignment") is made effective as of May 19, 2009, by and between Third Brigade Inc., a federal Canada corporation (the "Assignor"), and Trend Micro Kabushiki Kaisha, a Japan corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement dated as of April 28, 2009 (the "Asset Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to such term in the Asset Purchase Agreement.

### RECITAL

In connection with the transactions contemplated under the Asset Purchase Agreement, the Assignor desires to assign all right, title, and interest in and to the Third Brigade Intellectual Property to Assignee.

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. Sale of Third Brigade Intellectual Property. In consideration of payment by assignee of that portion of the Purchase Price allocated to the Third Brigade Intellectual Property, Assignor does hereby sell, convey, assign, transfer, and deliver to Assignee, its successors and assigns, free and clear of all encumbrances all of the Third Brigade Intellectual Property and all goodwill associated therewith.
2. Patents and Trademarks. The Assignor covenants and agrees to execute and deliver a patent assignment to be filed with the applicable patent and trademark offices, in substantially the form of Patent Assignment attached hereto as Exhibit A. The Assignor further covenants and agrees to execute and deliver a trademark assignment to be filed with the applicable patent and trademark offices, in substantially the form of Trademark Assignment attached hereto as Exhibit B.
3. Further Assurances. Assignor covenants and agrees with the Assignee that the Assignor will, from time to time and at all times hereafter, upon the reasonable request and at the expense of the Assignee, do and cause to be made, done, and executed all such further acts, deeds or assurances as may be reasonably requested of the Assignor to more effectually and completely vest in the Assignee, its successors and assigns, worldwide rights to the Third Brigade Intellectual Property hereby transferred, assigned and set over in accordance with the terms hereof or the Asset Purchase Agreement.

4. Power of Attorney. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the date hereof, and hereby authorizes Assignee, in name of and on behalf of Assignor, on or after the date hereof, to execute, deliver, acknowledge, certify file, and record any document, to institute and prosecute and proceeding and to take any other action that Assignee may deem appropriate for the purpose of carrying out or facilitating any of the above transactions. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and shall be irrevocable, and shall survive the dissolution or insolvency of the Assignor.

5. Successor and Assigns. This Assignment shall be binding upon and inure to the benefits of the Assignor and the Assignee and their respective successors and assigns.

6. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signature pages shall be considered originals.

*[The signature page is to follow.]*

IN WITNESS WHEREOF, the Assignor has executed and delivered this Assignment to be effective on the day and year first above written.

**ASSIGNOR:**

**THIRD BRIGADE INC.,**  
a Canada corporation

By: 

Name: Kenneth MacAskill

Title: CFO

**ASSIGNEE:**

**TREND MICRO KABUSHIKI KAISHA**  
a Japan corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Assignor has executed and delivered this Assignment to be effective on the day and year first above written.

**ASSIGNOR:**

**THIRD BRIGADE INC.,  
a Canada corporation**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**TREND MICRO KABUSHIKI KAISHA  
a Japan corporation**

By:  \_\_\_\_\_  
MAHENDRA NEGI

Name: \_\_\_\_\_

Title: CCO / CPO

## EXHIBIT A

### PATENT ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, Third Brigade Inc. (the "Assignor") does hereby sell, assign, and transfer to Trend Micro Kabushiki Kaisha, a Japan corporation ("Assignee"), and its successors, assigns, and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in United States patent application numbers as listed below:

Application Number	Filing Date	Title
11/491,233	July 24, 2006	TCP NORMALIZATION AGENT
11/678,587	Feb 26, 2007	FAST IDENTIFICATION OF COMPLEX STRINGS IN A DATA STREAM
61/013,491	Dec 13, 2007	METHOD AND SYSTEM FOR PROTECTING A COMPUTER SYSTEM DURING BOOT OPERATION
12/045,949	Mar 11, 2008	METHOD AND SYSTEM FOR PROTECTING A COMPUTER SYSTEM DURING BOOT OPERATION
60/883,657	Jan 05, 2007	DYNAMIC PROVISIONING OF PROTECTION SOFTWARE IN A HOST INTRUSION PREVENTION SYSTEM
11/874,590	Oct 18, 2007	DYNAMIC PROVISIONING OF PROTECTION SOFTWARE IN A HOST INTRUSION PREVENTION SYSTEM
11/766,976	June 24, 2007	METHOD AND SYSTEM FOR MONITORING ENCRYPTED DATA TRANSMISSIONS
60/989,937	Nov 24, 2007	METHODS AND SYSTEM FOR DETERMINING PERFORMANCE OF FILTERS IN A COMPUTER INTRUSION PREVENTION DETECTION SYSTEM
12/256,383	Oct 22, 2008	METHODS AND SYSTEM FOR DETERMINING

		PERFORMANCE OF FILTERS IN A COMPUTER INTRUSION PREVENTION DETECTION SYSTEM
60/883,929	Jan 08, 2007	HOST INTRUSION PREVENTION SERVER
11/875,950	Oct 21, 2007	HOST INTRUSION PREVENTION SERVER
60/950,601	July 18, 2007	MANAGING CONFIGURATIONS OF A FIREWALL
12/139,492	July 15, 2008	MANAGING CONFIGURATIONS OF A FIREWALL
60/889,287	Feb 11, 2007	METHODS AND SYSTEM FOR DETERMINING LICENSING/BILLING FEES FOR COMPUTER SECURITY SOFTWARE
12/028,830	Feb 10, 2008	METHODS AND SYSTEM FOR DETERMINING LICENSING/BILLING FEES FOR COMPUTER SECURITY SOFTWARE
60/989,094	Nov 19, 2007	METHOD AND SYSTEM FOR SCRAMBLING COMMUNICATIONS BETWEEN END POINTS IN A COMPUTER NETWORK
60/949,185	July 11, 2007	METHOD AND SYSTEM FOR VERSION INDEPENDENT SOFTWARE RELEASE MANAGEMENT
12/170,931	July 10, 2008	METHOD AND SYSTEM FOR VERSION INDEPENDENT SOFTWARE RELEASE MANAGEMENT
60/973,684	Sept 19, 2007	METHOD AND SYSTEM FOR DYNAMIC PROTOCOL DECODING AND ANALYSIS
12/117,218	May 08, 2008	METHOD AND SYSTEM FOR DYNAMIC PROTOCOL DECODING AND ANALYSIS
11/875,500	Oct 19, 2007	SYSTEM FOR REGULATING HOST SECURITY CONFIGURATION



11/955,369	Dec 12, 2007	CONDITIONAL STRING SEARCH
61/120,474	Dec 07, 2008	METHOD FOR DETECTING AND PREVENTING DATA MODIFICATION ACROSS KERNEL OF THE OPERATING SYSTEM AND USER MODE SPACES
61/188,040	Aug 06, 2008	METHOD AND SYSTEM FOR IDENTIFYING SHELL CODE COMPUTER INTRUSION ATTACKS AND SMART FILTERS THEREFOR
61/188,040	Dec 03, 2008	METHOD AND SYSTEM USING DESIGNATED TEMPLATE HOSTS FOR REAL TIME CLASSIFICATION OF EVENTS IN A COMPUTER INTEGRITY SYSTEM
61/042,735	Apr 05, 2008	SYSTEM AND METHOD FOR INTELLIGENT COORDINATION OF HOST AND GUEST INTRUSION PREVENTION IN VIRTUALIZED ENVIRONMENT
12/418,252	Apr 03, 2009	SYSTEM AND METHOD FOR INTELLIGENT COORDINATION OF HOST AND GUEST INTRUSION PREVENTION IN VIRTUALIZED ENVIRONMENT
61/149,264	Feb 02, 2009	SYSTEM AND METHODS FOR DETECTING AND PREVENTING OBFUSCATED SCRIPT BASED ATTACKS IN COMPUTER SYSTEMS

and in and to said application and all utility, divisional, continuing, substitute, renewal, reissue, and all other patent applications which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States patent application; and

Agree that said Assignee may apply for and receive patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal,

reissue, and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: May 15, 2009

THIRD BRIGADE INC.,

By: W. B. L. L.

Name: Kenneth MacIsaac

Title: CFO

## EXHIBIT B

### TRADEMARK ASSIGNMENT

WHEREAS, Third Brigade Inc., a federal Canada corporation (the "Seller"), is the owner of the following registration(s) for each trademark purchased hereunder:

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>
United States (Federal)	THIRD BRIGADE	3,223,962
United States (Federal)	3B Design	3,212,311
United States (Federal)	DEEP SECURITY SOLUTIONS	3,388,819
United States (Federal)	VIPS	77327375 (Serial Number)
Canada	THIRD BRIGADE	TMA648,911
Canada	3B Design	TMA653,481
Canada	DEEP SECURITY SOLUTIONS	TMA667,451
Canada	VIPS	1353721 (Serial Number)
Europe	THIRD BRIGADE	004475356
Europe	3B Design	004477022
Europe	VIPS	006496061 (Serial Number)

WHEREAS, Trend Micro Kabushiki Kaisha, a Japan corporation (the "Buyer"), is desirous of acquiring said trademark(s) and registration(s), and related names and marks (the "Marks"),

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby assign unto Buyer all right, title and interest, including common law rights, in the United States of America and all other countries and jurisdictions of the world in and to the above listed marks, and all other names and marks similar to or based upon the above listed marks it has used (the "Names and Marks"); the goodwill of the business associated therewith and symbolized thereby; all registrations and pending applications associated with the Names and Marks (including without limitation those listed above); all rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or in equity, that Seller has or may have in profits and damages for past, present and future infringements thereof, including but not limited to the right to compromise, sue for and collect said profits and damages.


Third Brigade Inc.,

Signed at Ottawa,

this 15 day of May, 2009.

By:

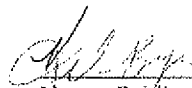
Name:  
Title:

  
Kenneth Marshall  
CFO.

City State of Ottawa  
Province County of Ontario

On this 15<sup>th</sup> day of May, 2009, before me, Helen Byron, a  
Notary Public in and for the State of Province of Ontario, personally appeared  
Kenneth MacAskill, personally known to me (or proved to me on the basis of satisfactory  
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public