

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TW Acquisition, Inc.	02/01/2009
RECEIVING PARTY DATA	
Name:	Trustwave Holdings, Inc.
Street Address:	70 W. Madison St., Suite 1050
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	7570625
Patent Number:	7469418
Patent Number:	7448076
Patent Number:	7873998
Patent Number:	7124197
Patent Number:	7499999
Patent Number:	7506360
Patent Number:	7596808
CORRESPONDENCE DATA	
Fax Number:	(443)782-0470
Phone:	781-419-6349
Email:	legal@trustwave.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:	Annabel Lewis
Address Line 1:	70 W. Madison St., Suite 1050

OP \$320.00 7570625

Address Line 4: Chicago, ILLINOIS 60602

NAME OF SUBMITTER:

Annabel Lewis

Total Attachments: 1

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "*Agreement*") is entered into as of this 1<sup>st</sup> day of February, 2009, by and among TW Acquisition, Inc., a Texas corporation ("*Purchaser*"), Mirage Networks, Inc., a Delaware corporation (the "*Company*" or "*Seller*"), and, solely for purposes of Section 6.9 hereof, Trustwave Holdings, Inc., a Delaware corporation which is the sole stockholder of Purchaser ("*Trustwave*").

### RECITALS:

A. Seller is engaged in the business of developing, marketing and selling network access control appliances with embedded software and professional services related thereto (collectively, the "*Business*").

B. Seller desires to sell and assign to Purchaser, and Purchaser desires to purchase from Seller, substantially all of the assets, properties and business of Seller and to assume certain enumerated liabilities of Seller.

C. Capitalized terms used herein have the definitions referred to, or set forth in, Exhibit A hereto.

### AGREEMENTS:

NOW, THEREFORE, the parties agree as follows:

#### ARTICLE I. PURCHASE AND SALE OF ASSETS.

1.1. Purchased Assets. At the Closing and in reliance upon the representations, warranties and agreements and subject to the conditions set forth in this Agreement, Seller shall sell, assign, transfer, convey and deliver to Purchaser, free and clear of all liens, Claims, options, charges, security interests, pledges, mortgages or other encumbrances whatsoever (collectively, "*Liens*"), and Purchaser shall purchase from Seller for the purchase price set forth in Section 1.5 hereof, all of the assets and properties of every kind and nature, real and personal, tangible and intangible, wherever situated, whether or not carried or reflected on the books and records of Seller, which are owned by Seller or in which Seller has any right, title or interest as of the Closing Date, except for the Excluded Assets (all of the assets, properties, rights and interests being acquired hereby are collectively called the "*Purchased Assets*"). The Purchased Assets shall include the following items, including all proceeds therefrom, but, notwithstanding any provision of this Section 1.1 or this Agreement to the contrary, shall not include any Excluded Assets:

(a) Cash and Investments. All cash on hand and on deposit in banks and other financial institutions, cash equivalents, marketable securities, bonds and investments of every kind and nature, to the extent, if any, in excess of the Retained Cash;

(b) Accounts Receivable. All accounts receivable and other receivables, billed and unbilled, and all negotiable instruments, or other instruments and chattel paper, as are payable to Seller ("*Accounts Receivable*");