

05/08/2012



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103644192

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

David L. Hahn, acting solely in his capacity as the chapter 7 trustee of the bankruptcy estate of Apani Networks

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Allen Systems Group, Inc.

Internal Address: _____

Street Address: 1333 Third Avenue

City: South Naples

State: FL

Country: USA Zip: 31402

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) April 24, 2012

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)

Patent Registration No. 5,010,522
Patent Registration No. 5,825,300

Additional numbers attached? Yes No



5. Name and address to whom correspondence concerning document should be mailed:

Name: Phyllis S. Bean Esq.

Internal Address: _____

Street Address: 1450 Brickell Avenue, Suite 1900

City: Miami

State: Florida Zip: 33131-3453

Phone Number: (305) 714-4374

Fax Number: (305) 714-4340

Email Address: PBean@bergersingerman.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 00000064 5010522

Authorized User Name: _____ 80.00 DP

9. Signature:

Signature

05/02/12
Date

WILLIAM SHAHEEN
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **5**

5/17/12

PATENT AND TRADEMARK ASSIGNMENT

THIS PATENT AND TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the 24 day of April, 2012 ("Effective Date"), by and between David L. Hahn, acting solely in his capacity as the chapter 7 trustee of the bankruptcy estate of Apani Networks, a California corporation ("Assignor"), and Allen Systems Group, Inc., a Delaware corporation ("Assignee"), pursuant to (i) that certain Asset Purchase Agreement dated as of March 16, 2012 (the "Asset Purchase Agreement") between Assignee and Assignor, and (ii) that certain *Order Granting Chapter 7 Trustee's Motion for Order: (1) Authorizing Sale of Substantially All of the Debtor's Assets Pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving Carve-Out of Sale Proceeds for the Benefit of the Estate; (3) Deeming Buyer to be a Good-Faith Purchaser Pursuant to 11 U.S.C. § 363(m); (4) Approving Bid Procedures, Auction Procedures, Break-up Fee, and Expense Reimbursement; (5) Authorizing and Approving Assumption of Certain Executory Contracts Pursuant to 11 U.S.C. § 365; and (6) Waiving the 14-Day Stay Imposed by Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d)* entered in the Bankruptcy Case (the "Sale Order"). The terms of the Asset Purchase Agreement are incorporated herein by this reference. Capitalized terms used in this Assignment which are not defined herein shall have the meanings given to them in the Asset Purchase Agreement. This Assignment is made expressly subject to the terms and conditions set forth in the Asset Purchase Agreement and the Sale Order, which, in the event of any conflict, shall govern and control.

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignee has agreed to purchase, and Assignor has agreed to sell, certain assets of Assignor, including Assignor's right, title and interest in and to the United States patent and trademark registrations and the foreign trademark registrations set forth on Schedule A attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Patents and Trademarks"); and

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, Assignor's entire right, title and interest in and to the Patents and Trademarks.

NOW, THEREFORE, for good and valuable consideration, including, without limitation, payment of the Purchase Price, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, free and clear of all liens, claims, and encumbrances, Assignor's entire right, title and interest in and to the Patents and Trademarks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, rights to obtain registrations or protection of such Patents and Trademarks throughout the world, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments that accrue, arise, or become due and payable after the Closing, and all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and Trademarks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and

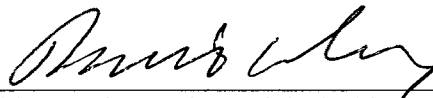
other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Patents and Trademarks, provided that neither Assignor nor the Estate shall incur any liability, cost, or expense in connection therewith.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:



David L. Hahn, acting solely in his capacity as the
duly appointed chapter 7 trustee of the bankruptcy
estate of Apani Networks, a California corporation

SCHEDULE A

U.S. PATENTS

Patent No.	Date issued
5,010,572	4/23/1991
5,825,300	10/20/1998

U.S. TRADEMARKS

Mark	Registration No.	Registration Date
Apani	3,330,453	11/6/2007
EpiForce	3,267,474	7/24/2007

FOREIGN PATENTS

Title	Jurisdiction	Registration No.
Protect Distribution Protocol for Keying and Certificate Material	Australia	669828/8095794
	Canada	2,149,744
	Europe	0682832
	Japan	2723365/HO8512445
	Korea	0172644
	Norway	952584
	PCT	WO95/14283
Distributed Information Systems having Automatic Invocation or Key Management Negotiations Protocol and Method	Canada	2,054,731
	Europe	0479997
	Japan	H04507181
	Norway	914934
	PCT	WO91/17614
	Germany	DE69108662
	Denmark	DK/EP0479997
	Spain	ES2070496