

## PATENT ASSIGNMENT

Electronic Version v1.1  
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|-----------------------------------------------------------------------------------------------------------------------|--------------------------------|
| SUBMISSION TYPE:                                                                                                      | NEW ASSIGNMENT                 |
| NATURE OF CONVEYANCE:                                                                                                 | ASSIGNMENT                     |
| CONVEYING PARTY DATA                                                                                                  |                                |
| Name                                                                                                                  | Execution Date                 |
| Third Brigade Inc.                                                                                                    | 04/28/2009                     |
| RECEIVING PARTY DATA                                                                                                  |                                |
| 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                       |
| PROPERTY NUMBERS Total: 1                                                                                             |                                |
| Property Type                                                                                                         | Number                         |
| Application Number:                                                                                                   | 13527476                       |
| CORRESPONDENCE DATA                                                                                                   |                                |
| Fax Number:                                                                                                           | (613)831-3329                  |
| Phone:                                                                                                                | 613-831-6003                   |
| Email:                                                                                                                | vdonnelly@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:                                                                                                   | IP-MEX Inc.                    |
| Address Line 1:                                                                                                       | 150 Terence Matthews Crescent  |
| Address Line 2:                                                                                                       | Unit D2, Second Floor          |
| Address Line 4:                                                                                                       | KANATA, ONTARIO, CANADA K2M1X4 |
| ATTORNEY DOCKET NUMBER:                                                                                               | TB-004-US-CON                  |
| NAME OF SUBMITTER:                                                                                                    | Victoria Donnelly              |
| Total Attachments: 10<br>source=2-Assignment-Third-Brigade-TrendMicro-signed#page1.tif                                |                                |

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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.

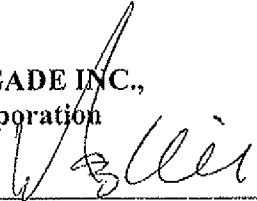
6. Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signature pages shall be considered originals.

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

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:

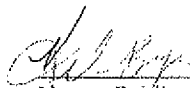
Name:  
Title:

  
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