

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6124520

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WF FUND III LIMITED PARTNERSHIP	07/30/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BORDERWARE TECHNOLOGIES INC.
<b>Street Address:</b>	50 BURNHAMTHORPE ROAD WEST, #502
<b>City:</b>	MISSISSAUGA, ONTARIO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	L5B 3C2
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8527592
Patent Number:	8464329
Patent Number:	7617305
Patent Number:	7882187
Patent Number:	7627641
Patent Number:	7613923
Patent Number:	7613172
Patent Number:	7584256
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	713-228-6601
<b>Email:</b>	acollins@blankrome.com
<b>Correspondent Name:</b>	BLANK ROME LLP - HOUSTON GENERAL
<b>Address Line 1:</b>	717 TEXAS AVENUE, SUITE 1400
<b>Address Line 4:</b>	HOUSTON, TEXAS 77002
<b>ATTORNEY DOCKET NUMBER:</b>	WF - BORDERWARE COURT ORD
<b>NAME OF SUBMITTER:</b>	RUSSELL T. WONG
<b>SIGNATURE:</b>	/Russell T. Wong/

**DATE SIGNED:**

05/27/2020

**Total Attachments: 15**

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**PATENT**

**REEL: 052763 FRAME: 0470**



Court File No. CV-09-8284-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

THE HONOURABLE MR.

)

THURSDAY, THE 30TH

)

JUSTICE CAMPBELL

)

DAY OF JULY, 2009

**WF FUND III LIMITED PARTNERSHIP, d.b.a. WELLINGTON FINANCIAL LP AND  
WELLINGTON FINANCIAL FUND III**

Applicant

and

**BORDERWARE TECHNOLOGIES INC.**

Respondent

**ORDER  
(Sale Approval and Vesting Order)**

**THIS MOTION**, made by RSM Richter Inc. in its capacity as the Court-appointed interim receiver and receiver (the “**Receiver**”) of all of the properties, assets and undertakings of BorderWare Technologies Inc. (the “**Debtor**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale made as of July 17, 2009 (the “**Sale Agreement**”) between the Receiver and WatchGuard Technologies Canada Inc. (the “**Purchaser**”), a copy of which is attached to the First Report (as hereinafter defined), and vesting in the Purchaser, or as the Purchaser may direct, the Debtor’s right, title and interest in and to the assets described in the Sale Agreement, excluding the shares of BorderWare Technologies Europe Limited (the “**Purchased Assets**”) was heard this day at 330 University Avenue, Toronto, Ontario;

**ON READING** the first report of the Receiver dated July 28, 2009 (the "**First Report**") and on hearing the submissions of counsel for the Receiver and WF Fund III Limited Partnership, d.b.a. Wellington Financial LP and Wellington Financial Fund III ("**Wellington**"), and such other parties in attendance at the motion, no one appearing for any other person on the service list, although duly served as appears from the Affidavit of Service of Mary Gartland sworn July 28, 2009, filed,

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS AND DECLARES** that the acceptance of the Sale Agreement by the Receiver is hereby authorized and approved, and the Receiver is hereby authorized and directed without further Order of the Court to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), (i) all of the Debtor's right, title and interest in and to the Purchased Assets, other than the IP Assets (as hereinafter defined), shall vest absolutely in the Purchaser, and (ii) all of the Debtor's right, title and interest in and to the Intellectual Property (as defined in the Sale Agreement), including the Owned Software and the Owned Intellectual Property (each as defined in the Sale Agreement) (the Intellectual Property, the Owned Software and the Owned Intellectual Property are hereinafter collectively referred to as the "**IP Assets**") shall vest absolutely in WatchGuard Technologies, Inc., in each case free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Campbell dated July 20, 2009; (ii) all charges,

security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule B hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule C) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS** that the Transition and Occupation Agreement dated July 29, 2009 between the Receiver and the Purchaser (attached as an Appendix to the First Report of the Receiver) is hereby approved. *Substantially in the form of the Receiver's Certificate.*

6. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Debtor's records pertaining to the Debtor's past and current employees. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.

8. **THIS COURT ORDERS** that, notwithstanding:

9. the pendency of these proceedings;
10. any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
11. any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Purchaser and the vesting of the IP Assets in WatchGuard Technologies, Inc. pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

12. **THIS COURT ORDERS** that the Receiver is authorized to distribute to Wellington the consideration payable under the Sale Agreement and the proceeds of any realizations of the Excluded Assets (as defined in the Sale Agreement), subject to the claims, if any, that rank in priority to Wellington until such claims are fully paid.

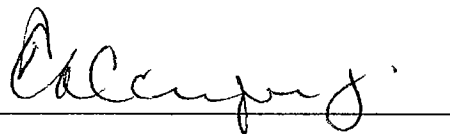
13. **THIS COURT ORDERS AND DECLARES** that the *Bulk Sales Act* (Ontario) does not apply to the Transaction.

14. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay the bonuses to the Restructuring Officers in the amounts described in the First Report upon completion of the Transaction.

15. **THIS COURT ORDERS** that the Receiver is authorized and directed to take such steps and execute such documents as are necessary to complete the Post-Closing Matters (as described in Section 12 of the First Report).

16. **THIS COURT ORDERS** that the activities of the Receiver as described in the First Report are hereby approved.

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO:  
LE / DANS LE REGISTRE NO.:

JUL 30 2009

PER / PAR: 

**Schedule A – Form of Receiver's Certificate**

Court File No. CV-09-8284-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**WF FUND III LIMITED PARTNERSHIP, d.b.a. WELLINGTON FINANCIAL LP AND  
WELLINGTON FINANCIAL FUND III**

Applicant

and

**BORDERWARE TECHNOLOGIES INC.**

Respondent

**RECEIVER'S CERTIFICATE**

**RECITALS**

A. Pursuant to an Order of the Honourable Justice Campbell of the Ontario Superior Court of Justice (the "Court") dated July 20, 2009 (the "Appointment Order"), RSM Richter Inc. was appointed as the interim receiver and receiver (the "Receiver") of the properties, assets and undertakings of Borderware Technologies Inc. (the "Debtor").

B. Pursuant to an Order of the Court dated July 30, 2009, the Court approved the agreement of purchase and sale made as of July 17, 2009 (the "Sale Agreement") between the Receiver and WatchGuard Technologies Canada Inc. (the "Purchaser") and provided for the vesting in the Purchaser and WatchGuard Technologies, Inc. all of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (*inter alia*) that the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Sale Agreement;



2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**RSM Richter Inc., in its capacity as court-appointed interim receiver and receiver of the properties, assets and undertakings of Borderware Technologies Inc., and not in its personal capacity**

Per: \_\_\_\_\_

Name:

Title:

## **Schedule B**

All Claims against any of the following Patents and Trademarks, including any security interests against such Patents and Trademarks that have been registered or recorded in the applicable patent or trademark offices:

### **Patents**

#### ***EMAIL SERVER SYSTEM AND METHOD***

U.S. Application Filed: December 7, 2005

Application Number: 11/295, 591

Canadian Application Filed: December 7, 2006

Application Number: 2,637,368

European Application Filed: December 7, 2006

Application Number: 06828152.6

#### ***1. SYSTEM AND METHOD FOR PROVIDING SECURITY FOR SIP-BASED COMMUNICATIONS***

U.S. Application Filed: February 21, 2006

Application Number: 11/357,164

Canadian Application Filed: February 21, 2006

Application Number: 2,537,069

#### ***2. METHOD AND SYSTEM FOR RECOGNIZING DESIRED EMAIL***

U.S. Application Filed: March 9, 2006

Application Number: 11/370,932

Canadian Application Filed: February 19, 2007

Application Number: 2,644,237

European Application Filed: February 19, 2007

Application Number: 07701797.8

#### ***3. METHOD AND SYSTEM FOR DETECTING UNDESIREDEMAIL CONTAINING IMAGE-BASED MESSAGES***

U.S. Application Filed: October 12, 2006

Application Number: 11/548,719

PCT Application Filed: October 11, 2007

Application Number: PCT/CA2007/001815

Canadian Application Filed: October 11, 2007

Application Number: 2,626,068

European Application Filed: October 11, 2007

Application Number: 07815966.2

#### ***4. REPUTATION-BASED METHOD AND SYSTEM FOR DETERMINING A LIKELIHOOD THAT A MESSAGE IS UNDESIREDEMAIL***

U.S. Application Filed: October 31, 2006

Application Number: 11/554,746

Tor#: 2368520.1

PCT Application Filed: October 25, 2007  
Application Number: PCT/CA2007/001909

Canadian Application Filed: October 25, 2007  
Application Number: Not yet assigned.

European Application Filed: October 25, 2007  
Application Number: 07816059.5

**5. *METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING***

U.S. Application Filed: December 21, 2004  
Application Number: 11/019,092

**6. *METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING IN REAL TIME MESSAGING NETWORKS***

U.S. Application Filed: February 25, 2005  
Application Number: 11/066,660

**7. *REPLICATING MESSAGE QUEUES BETWEEN CLUSTERED EMAIL GATEWAY SYSTEMS***

U.S. Application Filed: April 11, 2005 (Priority Date – April 12, 2004)  
Application Number: 11/103,061

Trademarks

Mark	Country	Appl'n / Reg'n No.	Appl'n / Reg'n Date
BORDERGUARD	United Kingdom	2030819	Mar 22, 1996
BORDERGUARD	Canada	TMA 460,526	July 26, 1996
BORDERGUARD	Germany	395340209	Sept 2, 1996
BORDERPATROL	Canada	884,747	July 20, 1998
BORDERPATROL	USA	75/623,911	Jan 20, 1999
BORDERPOST	United States	75/849,944	Nov. 16, 1999
BORDERWARE	Australia	1109425	April 18, 2006
BORDERWARE	Canada	1,297,534	April 12, 2006
BORDERWARE	Canada	TMA 460,525	July 26, 1996
BORDERWARE	COMMUNITY TRADE MARK	5040084	Feb. 13, 2007
BORDERWARE	Germany	39620543	Sept 11, 2000
BORDERWARE	Japan	3364867	Dec 5, 1997
BORDERWARE	Korea, Republic of	375446	Sept 23, 1997
BORDERWARE	Malaysia	95-12565	Nov 24, 1995
BORDERWARE	New Zealand	746657	April 20, 2006
BORDERWARE	Taiwan	1241199	Dec. 16, 2006
BORDERWARE	Taiwan	1254957	Mar. 16, 2007
BORDERWARE	Taiwan	1242499	Dec. 16, 2006
BORDERWARE	Taiwan	1259622	Apr. 16, 2007
BORDERWARE	Taiwan	739855	Dec 15, 1996
BORDERWARE	UK	2,029,928	August 10, 1995
BORDERWARE	USA	75/623911	Jan 20, 1999
BORDERWARE	USA	2,019,834	Nov 26, 1996
BORDERWARE	United States	3272132	July 31, 2007

Mark	Country	Appl'n / Reg'n No.	Appl'n / Reg'n Date
BORDERWARE FIREWALL SERVER	Canada	TMA 460,296	July 19, 1996
BORDERWARE INFINITY	Canada	1297153	April 10, 2006
BORDERWARE INFINITY	COMMUNITY TRADE MARK	5043641	May 31, 2007
BORDERWARE INFINITY	USA	3272124	July 31, 2007
BORDERWARE REPUTATIONAUTHORIT Y	USA	77/521794	July 14, 2008
BORDERWARE REPUTATIONAUTHORIT Y	Canada	1403590	July 16, 2008
BORDERWARE SECURITY PLATFORM	USA	77/521794	July 14, 2008
BORDERWARE SECURITY PLATFORM	Canada	1403588	July 16, 2008
FIREWALL -SERVER	Canada	TMA 460,297	July 19, 1996
INTERCEPT	Canada	689978	Jun. 15, 2007
INTERCEPT	COMMUNITY TRADE MARK	5033063	Mar 12, 2007
INTERCEPT	USA	78/858764	April 11, 2006
MXTREME	Canada	TMA 606,552	Mar 29, 2004
MXTREME	China	3,368,180	Aug. 21, 2007
MXTREME	COMMUNITY TRADE MARK	2896405	Oct 18, 2002
MXTREME	Australia	931450	Oct 21, 2002
MXTREME	Japan	4697633	June 6, 2003
MXTREME	New Zealand	682408	June 8, 2004
MXTREME	USA	3235778	May 1, 2007
MXTREME INFINITY & Design	Canada	1265638	
MXTREME INFINITY & DEVICE	COMMUNITY TRADE MARK	4557369	July 18, 2005
MXTREME INFINITY &	USA	78/691766	August 12, 2005

Mark	Country	Appl'n / Reg'n No.	Appl'n / Reg'n Date
DEVICE			
NAMEVAULT	Australia	995972	Mar 31, 2004
NAMEVAULT	Canada	639387	May 9, 2005
NAMEVAULT	China	3992331	April 28, 2006
NAMEVAULT	Japan	4800123	Sept 3, 2004
NAMEVAULT	New Zealand	710510	Mar 3, 2004
SIPASSURE	Canada	689979	June 15, 2007
SIPASSURE	COMMUNITY TRADE MARK	5033071	February 13, 2007
SIPASSURE	USA	3362392	Jan. 1, 2008
STEELGATE	Australia	1016327	Aug 17, 2004
STEELGATE	Canada	648641	Sept 21, 2005
STEELGATE	China	4239494	Jan 27, 2007
STEELGATE	COMMUNITY TRADE MARK	3973989	Aug 12, 2004
STEELGATE	Japan	4848597	Mar 18, 2005
STEELGATE	New Zealand	717210	Feb 24, 2005

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**Schedule C**

**None.**





WF FUND III LIMITED PARTNERSHIP, D.B.A WELLINGTON  
FINANCIAL LLP AND WELLINGTON FINANCIAL FUND III

- and -

BORDERWARE TECHNOLOGIES INC.

Applicant

Respondent

Court File No. CV-09-8284-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceedings Commenced At Toronto

**ORDER  
(Sale Approval & Vesting Order)**

**CHAITONS LLP**

Barristers And Solicitors  
185 Sheppard Avenue West  
Toronto, ON M2N 1M9

**Harvey Chaiton**

LSUC Registration No. 21592F  
Tel: (416) 218-1129  
Fax: (416) 218-1829

**Lawyers for RSM Richter Inc., in its capacity  
as court-appointed interim receiver and  
receiver of BorderWare Technologies Inc.**