ASSET ACQUISITION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into effective as of this 30th day of September 1991 by and between John D. McAfee, an individual doing business as McAfee Associates, a sole proprietorship ("Seller") and McAfee Associates, L.P., a Delaware limited partnership ("Buyer").

RECITALS

A. Seller is engaged in the development and license of certain anti-virus software products related to the detection, prevention, removal or recovery of computer viruses.

B. Seller wishes to contribute certain of its assets to Buyer (the "Contribution"), in consideration for the issuance to Seller of Class A Limited Partnership Units of the Buyer.

C. Buyer wishes to purchase, and Seller wishes to sell to Buyer, certain assets used or held for use in the development and license of such anti-virus software products, upon the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth in this Section 1:

1.1 "Assets" means the Contributed Assets and the Purchased Assets.

1.2 "Business" means all of the business activity conducted by Seller as a sole proprietorship including, but not limited to, all aspects of such business relating to the development and license of anti-virus software products related to the detection, prevention, removal or recovery of computer viruses.

1.3 "Closing" means the closing of the Contribution and the sale of the Assets.

1.4 "Closing Date" means October 15, 1991 at 10:00 a.m., local time, or such other time and date as Buyer and Seller may agree; provided however, that the transfer of the Assets shall be deemed to be effective as of September 30, 1991.
1.5 "Contracts" means all of Seller's contracts related to the Business, including, without limitation, all leases and contracts with customers, vendors, employees and consultants.

1.6 "Contributed Assets" means the Contracts, Property and Equipment, Proprietary Rights, Receivables and all other assets of Seller other than cash, cash equivalents and the Purchased Assets.

1.7 "Property and Equipment" means the fixtures, improvements and equipment as listed on Seller's balance sheet dated September 30, 1991 plus any fixtures, improvements and equipment acquired after such date through the Closing.

1.8 "Proprietary Rights" means all of Seller's rights and title to any patents, copyrights, trade secrets or other intellectual property rights, other than the Purchased Assets, used or useful in the conduct of Seller's Business.

1.9 "Purchased Assets" means all of Seller's rights and title to the trademarks, tradenames and associated goodwill used or useful in the conduct of Seller's Business.

1.10 "Receivables" means all of Seller's outstanding accounts receivable as of the Closing Date.

2. **Contribution; Sale and Purchase of Assets; Payment; Closing.**

2.1 **Transfer of Assets.** Upon the terms and subject to the conditions set forth in this Agreement, Seller shall sell, convey, assign and transfer to Buyer and Buyer shall acquire all of Seller's right, title and interest in and to the Assets.

2.2 **Contribution.** In consideration of the contribution and transfer of the Contributed Assets to Buyer, Buyer shall issue to Seller 970,000 Units representing Class A Limited Partnership Interests in Buyer (the "Units").

2.3 **Purchase Price.** In consideration of the sale and transfer of the Purchased Assets to Buyer, Buyer shall pay to Seller a total of $9,000,000 through delivery of an executed promissory note in the form attached hereto as Exhibit 2.3.

2.4 **Assumption of Liabilities.** In connection with the transfer of Assets pursuant to this Agreement, Seller shall assign, and Buyer shall assume, all liabilities and obligations of Seller directly related to the Business, including, but not limited to, all liabilities and obligations of Seller under its currently existing contracts, including, without limitation, all leases and contracts with customers, vendors, employees and consultants. Seller and Buyer shall execute an assignment and assumption agreement in the form attached hereto as Exhibit 2.4.
2.5 Closing. The Closing shall take place at the offices of Ware & Freidenrich, 400 Hamilton Avenue, Palo Alto, California 94301 on the Closing Date, or at such other place, date or time as Buyer and Seller may agree. Except as otherwise provided in this Agreement, the operations of the Business in the ordinary course will be for the account of Seller prior to the Closing Date and for the account of Buyer after the Closing Date. To effect the transfer described in Section 2.1 hereof, Seller will, at the Closing, deliver to Buyer a bill of sale, in the form attached hereto as Exhibit 2.5, conveying all of the Assets. The parties agree that on the Closing Date all other acts will be performed as may be required to put Buyer in actual and complete possession and control of the Assets.

2.6 Assets Not Transferred. Notwithstanding the other provisions of this Section 2, Seller shall not transfer, and Buyer shall not acquire, any cash or cash equivalents.

3. Representations, Warranties and Agreements of Seller. Seller represents and warrants to Buyer and agrees with Buyer that:

3.1 Title: Absence of Liens. Seller has good and marketable title to the Assets, and owns the Assets, free and clear of all claims, liens, security interests, restrictions or other encumbrances and, at the Closing, will transfer good title to the Assets to Buyer free and clear of all claims, liens, security interests, restrictions or other encumbrances. With respect to the property Seller leases, Seller has a valid leasehold interest free of any liens, claims or encumbrances.

3.2 Proprietary Rights. Seller owns or possesses adequate rights to use all trademarks, tradenames, service marks, copyrights, information, processes, designs methods of manufacture and techniques used by it in the operation of the Business, including, without limitation, the Proprietary Rights without (i) payment of any kind or (ii) any restriction or limitation on such use.

3.3 Acquisition of Units Solely for Own Account. Seller is acquiring the Units solely for its own account for investment and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act of 1933 as amended (the "Act"). Seller further represents that it does not have any present intention of selling, offering to sell or otherwise disposing of or distributing the Units or any portion thereof; and that the entire legal and beneficial interest of the Units it is acquiring is being acquired for, and will be held for the account of, the Seller only and neither in whole nor in part for any other person.

3.4 Disclosure of Information. Seller is aware of the Buyer's business affairs and financial condition and has acquired sufficient information about the Buyer to reach an informed and knowledgeable decision to acquire the Units. Seller further represents and warrants that it has discussed with the Buyer its plans, operations and financial condition, has received all such information as it deems necessary and
appropriate to enable it to evaluate the financial risk inherent in making an investment in the Units and has received satisfactory and complete information concerning the business and financial condition of the Buyer in response to all inquiries in respect thereof.

3.5 Restricted Securities. The Buyer has disclosed to the Seller that:

(a) The sale of the Units has not been registered under the Securities Act of 1933, as amended (the "Act"), and the Units must be held indefinitely unless a transfer of it is subsequently registered under the Act or an exemption from such registration is available, and that the Buyer is under no obligation to register the Units;

(b) The provisions of Rule 144, promulgated under the Act, in substance permit the limited public resale of "restricted securities" acquired, directly or indirectly, from the issuer thereof (or an affiliate of such issuer), in a non-public offering subject to the satisfaction of certain conditions, including among other things: the resale occurring not less than two years from the date the Seller has purchased and paid for the Units; the availability of certain public information concerning the Buyer; the sale being through a broker in an unsolicited "broker's transaction" or in a transaction directly with a market maker (as said term is defined under the Securities Exchange Act of 1934); and that any sale of the Units may be made by it only in limited amounts during any three-month period not exceeding specified limitations. Seller further represents that it understands that at the time it wishes to sell the Units there may be no public market upon which to make such a sale, and that, even if such a public market then exists, the Buyer may not be satisfying the current public information requirements of Rule 144, and that, in such event, Seller would be precluded from selling the Units under Rule 144 even if the two-year minimum holding period had been satisfied. Seller represents that it understands that in the event all of the requirements of Rule 144 are not satisfied, registration under the Act or compliance with an exemption from registration will be required; and that, notwithstanding the fact that Rule 144 is not exclusive, the staff of the SEC has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rule 144 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk.

3.6 Further Limitations on Disposition. Without in any way limiting the Seller's representations and warranties set forth above, the Seller further agrees that it shall in no event make any disposition of all or any portion of the Units which it is purchasing unless and until:

(a) There is then in effect a Registration Statement under the Act covering such proposed disposition and such disposition is made in accordance with said Registration Statement; or
(b) Seller shall have (1) notified the Buyer of the proposed disposition and furnished the Buyer with a detailed statement of the circumstances surrounding the proposed disposition, and (2) furnished the Buyer with an opinion of Seller’s own counsel to the effect that such disposition will not require registration of such shares under the Act, and such opinion of Seller’s counsel shall have been concurred in by counsel for the Buyer and the Buyer shall have advised the Seller of such concurrence.

4. Miscellaneous.

4.1 Taxes: Contributions. Buyer shall be responsible for payment of any sales or use taxes imposed by any state or local government authority in connection with the transactions contemplated hereby.

4.2 Entire Agreement and Modification. This Agreement (including the exhibits and schedules) constitutes the entire agreement of Buyer and Seller relating to the Assets and the Business and supersedes any and all prior and contemporaneous negotiations, correspondence, understandings, letters of intent and agreements in principle between them, whether written or oral, relating to the subject matter of this Agreement. This Agreement (including the exhibits and schedules) may only be amended by a written instrument signed by Buyer and Seller. This Agreement does not supersede any provision of the Debenture Purchase Agreement dated as of September 30, 1991 among the Seller, the Buyer, McAfee Associates, Inc., and the purchasers of $10,000,000 in aggregate principal amount of the Buyer’s convertible debentures.

4.3 Waiver. Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof or as acquiescence in a default. Waiver of any breach or failure of any term or condition of this Agreement shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or a waiver of any other term or condition of this Agreement.

4.4 Survival. All warranties and representations contained in this Agreement and in any certificate or other instrument delivered pursuant to this Agreement shall survive for one year following the Closing Date.

4.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

4.6 Severability. If any portion of this Agreement shall be determined to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to the extent possible. In any event the remainder of this Agreement shall be deemed valid and enforceable to the fullest extent possible.
4.7 **Parties in Interest.** Nothing contained in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything contained in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision hereof give any third person any right of subrogation or action over against any party to this Agreement.

4.8 **Headings.** The section headings contained in this Agreement have been inserted for identification and reference purposes only and shall not determine the construction or interpretation of this Agreement.

4.9 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

"BUYER"

McAfee Associates, L.P.

By McAfee Associates, Inc.,
General Partner

By

John D. McAfee, President

"SELLER"

John D. McAfee
Exhibit 2.3

PROMISSORY NOTE

October 15, 1991
Santa Clara, California

$9,000,000.00

McAfee Associates, L.P., a Delaware limited partnership ("Buyer"), promises to pay to the order of John D. McAfee ("Seller"), on demand at such place as the holder hereof may designate, in lawful money of the United States of America, the principal sum of Nine Million Dollars ($9,000,000.00) plus interest on the aggregate unpaid principal amount. Interest shall accrue at the rate of eight percent (8%) per annum and shall be paid no later than the third working day of each and every month.

Buyer may prepay all or any part of the amount due hereunder without premium or penalty.

Buyer shall pay the holder hereof all costs and expenses of collection of this Note, including without limitation, reasonable attorneys' fees.

Buyer waives presentment, demand, protest, notice of protest, notice of dishonor, notice of nonpayment, any and all other notices and demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. No delay by the holder hereof in exercising any power or right hereunder shall operate as a waiver of any power or right.

Any provision of the Note, except with respect to the principal amount, rate of interest, form and place of payment or maturity of the Note may be amended or waived by a written instrument signed by the Buyer and by the Seller.

This Note shall be deemed to be made under and shall be construed in accordance with, and governed by, the laws of the State of California.

McAfee Associates, L.P.

By: McAfee Associates, Inc., General Partner

By: ________________________
    John D. McAfee,
    President
Exhibit 2.4

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT is made and entered into effective as of this 15th day of October 1991 by and between John D. McAfee, an individual doing business as McAfee Associates, a sole proprietorship ("Seller") and McAfee Associates, L.P., a Delaware limited partnership ("Buyer").

RECITALS

A. Seller and Buyer have entered into that certain Asset Acquisition Agreement dated as of September 30, 1991 (the "Asset Agreement").

B. The Buyer and Seller have agreed to enter into this Agreement pursuant to the Asset Agreement and as a condition to the transfer of the assets to Buyer.

C. Pursuant to Section 2.4 of the Asset Agreement, Seller desires to assign to Buyer all of Seller's liabilities and obligations in connection with the Business, as defined in the Asset Agreement, other than such obligations of Seller which arise under that certain Debenture Purchase Agreement dated as of September 30, 1991 among the Buyer, the Seller, McAfee Associates, Inc., and the purchasers of $10,000,000 in aggregate principal amount of the Buyer's convertible debentures (the "Liabilities and Obligations"), and Buyer desires to accept such assignment and to assume such Liabilities and Obligations.

THE PARTIES AGREE AS FOLLOWS:

1. Seller hereby assigns to Buyer all of the Liabilities and Obligations. Such Liabilities and Obligations include, but are not limited to, all liabilities and obligations of Seller under its currently existing contracts, including, without limitation, all leases and contracts with customers, vendors, employees and consultants.

2. Buyer hereby covenants and agrees to assume and discharge all of the Liabilities and Obligations.

3. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

"SELLER"

"BUYER"

McAfee Associates, L.P.

By McAfee Associates, Inc.,
General Partner

By ____________________________

John D. McAfee, President
Exhibit 2.5

BILL OF SALE

For valuable consideration as set forth in that certain Asset Acquisition Agreement dated effective as of September 30, 1991 (the "Agreement") by and between John D. McAfee, an individual doing business as McAfee Associates, a sole proprietorship ("Seller"), and McAfee Associates, L.P., a Delaware limited partnership ("Buyer"), receipt of which is hereby acknowledged, Seller hereby conveys, assigns, transfers and sets over to Buyer all right, title and interest in and to any and all rights associated with the Assets (as that term is defined in the Agreement). The undersigned hereby warrants that it has the right to transfer the Assets free and clear of all liens, encumbrances and other adverse claims of any kind or nature whatsoever.

Nothing contained in this Bill of Sale shall be construed as an attempt to assign any contract, claim, demand or right which is nonassignable or which an attempt to assign would in any way impair, or as an attempt to transfer any property in case such transfer would be invalid, but Seller covenants to take any such steps as may be necessary to validate or cause the validation of the transfer of any property and the assignment of any such contract, claim, demand, or right not now transferable or assignable to which Buyer is entitled under the Agreement.

Seller agrees that he will execute and deliver from time to time at the request of Buyer all such further instruments of transfer and assignment and further assurances as may be required in order to vest in and confirm to Buyer all of Seller’s right, title and interest in and to and the right to use and enjoy the assets and properties agreed to be and intended to be sold, transferred and assigned to Buyer hereby.

This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of California.

Dated: October 15, 1991

"SELLER"

John D. McAfee