

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

VERISIGN, INC.
(Exact Name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation or Organization)

94-3221585
(I.R.S. Employer
Identification No.)

1390 SHOREBIRD WAY
MOUNTAIN VIEW, CA 94043
(Address of Principal Executive Offices, including Zip Code)

SECUREIT, INC. OPTIONS ASSUMED BY THE REGISTRANT
(Full Title of the Plan)

DANA L. EVAN
CHIEF FINANCIAL OFFICER
VERISIGN, INC.
1390 SHOREBIRD WAY
MOUNTAIN VIEW, CA 94043
(650) 961-7500
(Name, Address and Telephone Number, including Area Code, of Agent For Service)

COPIES TO:

Jeffrey R. Vetter, Esq.
Lynda M. Twomey, Esq.
Fenwick & West LLP
Two Palo Alto Square
Palo Alto, CA 94306

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED	AMOUNT TO BE REGISTERED	PROPOSED MAXIMUM OFFERING PRICE PER SHARE	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE	AMOUNT OF REGISTRATION FEE
Common Stock, \$0.001 par value	208,809 (1)	\$36.75 (2)	\$7,673,730.75 (2)	\$2,264 (3)

- (1) Shares subject to assumed SecureIT, Inc. options as of July 6, 1998.
- (2) Estimated as of June 29, 1998 pursuant to Rule 457(c) solely for purpose of calculating the registration fee.
- (3) Fee calculated pursuant to Section 6(b) of the Securities Act of 1933, as amended.

VERISIGN, INC.
REGISTRATION STATEMENT ON FORM S-8
PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

This registration statement on Form S-8 is being filed in relation to the assumption by the Registrant of outstanding options to purchase Common Stock of SecureIT, Inc., a Georgia corporation, and the conversion of such options into options to purchase Common Stock of the Registrant, in connection with the

acquisition of SecureIT, Inc. by the Registrant.

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents filed with the Securities and Exchange Commission (the "Commission") are incorporated herein by reference:

- (a) The Registrant's prospectus filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), that contains audited financial statements of the Registrant for the period from April 12, 1995 (inception) to December 31, 1995 and for the years ended December 31, 1996 and 1997.
- (b) The Registrant's Form 10-Q for the fiscal quarter ended March 31, 1998.
- (c) The description of the Registrant's Common Stock contained in the Registrant's Registration Statement on Form 8-A filed under Section 12(g) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities registered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference herein and to be a part hereof from the date of the filing of such documents.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

Not applicable.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS AND LIMITATION OF LIABILITY.

As permitted by Section 145 of the Delaware General Corporation Law, the Registrant's Certificate of Incorporation includes a provision that eliminates the personal liability of its directors to the Registrant or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law (regarding unlawful dividends and stock purchases) or (iv) for any transaction from which the director derived an improper personal benefit. In addition, as permitted by Section 145 of the Delaware General Corporation Law, the Amended and Restated Bylaws of the Registrant provide that: (i) the Registrant is required to indemnify its directors to the fullest extent permitted by the Delaware General Corporation Law, subject to certain very limited exceptions; (ii) the Registrant may, in its discretion, indemnify its other employees and agents to the extent that it indemnifies its officers and directors, unless otherwise required by law, its Certificate of Incorporation, its Amended and Restated Bylaws, or agreement; (iii) the Registrant is required to advance expenses, as incurred, to

its directors and executive officers in connection with defending a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to certain very limited exceptions; and (iv) the rights conferred in the Amended and Bylaws are not exclusive.

The Registrant has entered into Indemnification Agreements with each of its current directors and executive officers to give such directors and executive officers additional contractual assurances regarding the scope of the indemnification set forth in the Registrant's Certificate of Incorporation and to provide additional procedural protections. At present, there is no pending

litigation or proceeding involving a director, officer or employee of the Registrant regarding which indemnification is sought, nor is the Registrant aware of any threatened litigation that may result in claims for indemnification.

Reference is also made to Article VIII of the Underwriting Agreement for the registrant's initial public offering, effected pursuant to a Registration Statement on Form S-1 filed with the SEC and declared effective on January 29, 1998 (File No. 333-40789) (the "Form S-1"), which provides for the indemnification of officers, directors and controlling persons of the Registrant against certain liabilities. The indemnification provisions in the Registrant's Certificate of Incorporation, Amended and Restated Bylaws and the Indemnification Agreements entered into between the Registrant and each of its directors and executive officers may be sufficiently broad to permit indemnification of the Registrant's directors and executive officers for liabilities arising under the Securities Act.

The Registrant currently carries a directors' and officers' liability insurance policy.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

- 4.01 Third Amended and Restated Certificate of Incorporation of the Registrant (incorporated herein by reference to Exhibit 3.03 of the Form S-1).
- 4.02 Form of Amended and Restated Bylaws of the Registrant (incorporated herein by reference to Exhibit 3.05 of the Form S-1).
- 4.03 Registrant's 1995 Stock Option Plan (incorporated herein by reference to Exhibit 10.06 of the Form S-1).
- 4.04 Registrant's 1997 Stock Option Plan (incorporated herein by reference to Exhibit 10.07 of the Form S-1).
- 4.05 Registrant's 1998 Directors Stock Option Plan (incorporated herein by reference to Exhibit 10.08 of the Form S-1).
- 4.06 Registrant's 1998 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.09 of the Form S-1).
- 4.07 Registrant's 1998 Employee Stock Purchase Plan (incorporated herein by reference to Exhibit 10.10 of the Form S-1).
- 4.08 Amended and Restated Investors' Rights Agreement, dated November 15, 1996, among the Registrant and the parties indicated therein (incorporated herein by reference to Exhibit 4.01 of the Form S-1).

3

- 4.09 Registration Rights Agreement, dated July 6, 1998, among the Registrant and the parties indicated therein.
- 5.01 Opinion of Fenwick & West LLP.
- 23.01 Consent of Fenwick & West LLP (included in Exhibit 5.01).
- 23.02 Consent of KPMG Peat Marwick LLP.
- 24.01 Power of Attorney (see page 6).

ITEM 9. UNDERTAKINGS.

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

- (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;
- (ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement;
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (1)(i) and (1)(ii) above do not

apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering

thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona

fide offering thereof.
- ----

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions discussed in Item 6 hereof, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such

4

director, officer or controlling person in connection with the securities being registered hereby, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

5

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that each individual whose signature appears below constitutes and appoints Stratton D. Sclavos, Dana L. Evan and Timothy

Tomlinson, and each of them, his or her true and lawful attorneys-in-fact and agents with full power of substitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement on Form S-8, and to file the same with all exhibits thereto and all documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or his or her or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Mountain View, State of California, on this 6th day of July, 1998.

VERISIGN, INC.

By: /s/ Stratton Sclavos

 Stratton D. Sclavos,
 President, Chief Executive Officer and Director

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

Signature -----	Title ----	Date ----
PRINCIPAL EXECUTIVE OFFICER:		
/s/ Stratton Sclavos ----- Stratton D. Sclavos	President, Chief Executive Officer and Director	July 6, 1998
PRINCIPAL FINANCIAL OFFICER AND PRINCIPAL ACCOUNTING OFFICER:		
/s/ Dana Evan ----- Dana L. Evan	Vice President of Finance and Administration and Chief Financial Officer	July 6, 1998
ADDITIONAL DIRECTORS		
/s/ D. James Bidzos ----- D. James Bidzos	Chairman of the Board	July 6, 1998
/s/ William Chenevich ----- William Chenevich	Director	July 6, 1998
----- Kevin R. Compton	Director	July __, 1998
/s/ David Cowan ----- David J. Cowan	Director	July 6, 1998
/s/ Timothy Tomlinson ----- Timothy Tomlinson	Director and Secretary	July 6, 1998

EXHIBIT INDEX

 Exhibit No. Description

- 4.01 Third Amended and Restated Certificate of Incorporation of the Registrant (incorporated herein by reference to Exhibit 3.03 of the Form S-1).
- 4.02 Form of Amended and Restated Bylaws of the Registrant (incorporated herein by reference to Exhibit 3.05 of the Form S-1).
- 4.03 Registrant's 1995 Stock Option Plan (incorporated herein by reference to Exhibit 10.06 of the Form S-1).
- 4.04 Registrant's 1997 Stock Option Plan (incorporated herein by reference to Exhibit 10.07 of the Form S-1).
- 4.05 Registrant's 1998 Directors Stock Option Plan (incorporated herein by reference to Exhibit 10.08 of the Form S-1).
- 4.06 Registrant's 1998 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.09 of the Form S-1).
- 4.07 Registrant's 1998 Employee Stock Purchase Plan (incorporated herein by reference to Exhibit 10.10 of the Form S-1).
- 4.08 Amended and Restated Investors' Rights Agreement, dated November 15, 1996, among the Registrant and the parties indicated therein (incorporated herein by reference to Exhibit 4.01 of the Form S-1).
- 4.09 Registration Rights Agreement, dated July 6, 1998, among the Registrant and the parties indicated therein.
- 5.01 Opinion of Fenwick & West LLP.
- 23.01 Consent of Fenwick & West LLP (included in Exhibit 5.01).
- 23.02 Consent of KPMG Peat Marwick LLP.
- 24.01 Power of Attorney (see page 6).

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "AGREEMENT") is made and entered into as of July 6, 1998 (the "EFFECTIVE DATE"), by and between VeriSign, Inc., a Delaware corporation ("VERISIGN"), and the persons and entities listed on Exhibit A hereto (collectively, the "SHAREHOLDERS" and each individually, a

 "SHAREHOLDER") who immediately prior to the Effective Time of the Merger (as defined below) are all of the shareholders of SecureIT, Inc., a Georgia corporation (the "COMPANY").

R E C I T A L S

A. The Company, VeriSign, VeriSign Merger Corp., a Georgia corporation and wholly owned subsidiary of VeriSign ("NEWCO"), and the Shareholders have entered into an Agreement and Plan of Reorganization dated as of July 6, 1998 (the "PLAN"). Pursuant to the Plan, Newco is to be merged with and into the Company in a statutory merger (the "MERGER"), with the Company to be the surviving corporation of the Merger and thus becoming a wholly owned subsidiary of VeriSign. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Plan.

B. As a condition precedent to the consummation of the Merger, the Plan provides that the Shareholders shall be granted certain piggyback and Form S-3 registration rights with respect to the shares of VeriSign Common Stock that are issued to them upon the conversion of their shares of SecureIT Common Stock in the Merger pursuant to Section 1.1.1 of the Plan, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. REGISTRATION RIGHTS

1.1 Certain Definitions. For purposes of this Agreement:

1.1.1 Act. The term "Act" means the U.S. Securities Act of 1933, as

 amended, or any successor law.

1.1.2 1934 Act. The term "1934 Act" means the U.S. Securities

 Exchange Act of 1934, as amended, or any successor law.

1.1.3 Registration. The terms "REGISTER," "REGISTERED," and

 "REGISTRATION" refer to the registration effected by preparing and filing a registration statement in compliance with the Act, and the declaration or ordering of effectiveness of such registration statement.

1.1.4 Registrable Securities. The term "REGISTRABLE SECURITIES"

 means: (i) the shares of VeriSign Common Stock that are issued to the Shareholders in the Merger pursuant to Section 1.1.1 of the Plan upon the conversion of the outstanding shares of SecureIT Common

Stock that are owned and held by the Shareholders immediately prior to the Effective Time; and (ii) any shares of VeriSign Common Stock that may be issued as a dividend or other distribution (including shares of VeriSign Common Stock issued in a subdivision and split of VeriSign's outstanding Common Stock) with respect to, or in exchange for or in replacement of, shares of VeriSign Common Stock described in clause (i) of this Section 1.1.4 or in this clause (ii); excluding in all cases, however, any such shares that are: (a) sold by a person

 in a transaction in which rights under this Agreement are not assigned in accordance with the terms of this Agreement; (b) sold pursuant to a registration statement filed pursuant to this Agreement; or (c) sold pursuant to Rule 144 promulgated under the Act or otherwise sold to the public. Only shares of

VeriSign Common Stock shall be Registrable Securities. Except as provided in clause (ii) of the first sentence of this Section 1.1(d), without limitation, the term "Registrable Securities" does not include: (i) any shares of VeriSign

Common Stock that were not issued to the Shareholders in the Merger; or (ii) any shares of VeriSign Common Stock that are issued or issuable upon the exercise of any VeriSign Options that are issued to the Shareholders pursuant to Section 1.1.5 of the Plan upon the conversion of outstanding SecureIT Options in the Merger.

1.1.5 Holder. The term "HOLDER" means the original holder of any

Registrable Securities or any assignee of record of any Registrable Securities to whom rights under this Agreement have been duly assigned in accordance with the provisions of this Agreement.

1.1.6 SEC. The term "SEC" or "COMMISSION" means the U.S. Securities

and Exchange Commission.

1.1.7 Form S-3. The term "FORM S-3" means a Form S-3 registration

statement under the Act, as such is in effect on the Effective Date, or any successor registration statement form under the Act subsequently adopted by the SEC which permits inclusion or incorporation of substantial information by reference to other documents filed by VeriSign with the SEC.

1.1.8 Rule 415. The term "RULE 415" means Rule 415 under the Act, as

such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

1.2 Amendment of Prior Rights Agreement. VeriSign agrees to use its

best efforts to effect an amendment (the "AMENDMENT") to that certain Amended and Restated Investors' Rights Agreement dated as of November 15, 1996 (the "PRIOR RIGHTS AGREEMENT") and entered into between VeriSign and certain stockholders of VeriSign (the "PRIOR RIGHTS HOLDERS") to provide for the inclusion of the Holders' Registrable Securities in any Demand Registration pursuant to Section 1.3.4(a) below. The rights granted to the Holders pursuant to this Agreement shall be subject to the restrictions on subsequent registration rights set forth under Section 1.14 of the Prior Rights Agreement, subject to the Amendment.

1.3 Piggyback Registration Rights

1.3.1 In the event that VeriSign proposes to register an underwritten offering of any shares of Common Stock pursuant to Section 1.2 of the Prior Rights Agreement (a "DEMAND REGISTRATION"), or for its own account ("COMPANY REGISTRATION"), under the Act (other than for

-2-

an offering primarily or exclusively to employees, or in connection with the acquisition of the assets or shares of, or merger or consolidation with, another corporation, or in connection with an offering of debt securities), following the Pooling Lockup Termination Date (as defined in Section 1.14 below) and prior to January 30, 1999 (a "PIGGYBACK REGISTRATION"), VeriSign shall notify the Holders at least 30 days prior to the filing of any such registration form with the SEC, and will, subject to Section 1.2 hereof, use its best efforts to include in such registration up to twenty-five percent (25%) of the aggregate Registrable Securities held by each of the Holders as of immediately following the Effective Date (the "PIGGYBACK REGISTRABLE PORTION") with respect to which VeriSign has received a written request for inclusion within 15 days after such notice. Each such request shall specify the number of shares such Holder wishes to include in such registration statement and shall contain an undertaking from the Holder to provide all such information and material and to take all such actions as may be reasonably required by VeriSign in order to permit VeriSign to comply with all applicable federal and state securities laws. In the event that VeriSign receives requests from the Holders to include a number of Registrable Securities in the Piggyback Registration that exceeds the Piggyback Registrable Portion, the number of Registrable Securities that may be included in such registration shall be the Piggyback Registrable Portion, allocated among the

Holders requesting registration on a pro rata basis in accordance with the number of Registrable Securities held by each such Holder on the Effective Date.

1.3.2 VeriSign shall pay all registration and filing fees, fees and expenses of compliance with federal and state securities laws, printing expenses, messenger and delivery expenses, accounting fees and the reasonable fees and disbursements of counsel for VeriSign and one counsel for the Holders in connection with a Piggyback Registration. Each Holder participating in the Piggyback Registration shall bear such Holder's proportionate share (based on the total number of shares sold in such registration for the account of such Holder) of all discounts, sales commissions or similar selling charges payable to underwriters or brokers in connection with such offering.

1.3.3 In the event that such Demand Registration or Company Registration is an underwritten registration, VeriSign will use its best efforts to include the shares required to be registered under this Section 1.3 in such underwriting. The right of any Holder to include his Registrable Securities in an underwritten registration pursuant to this Section 1.3 shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their Registrable Securities through such underwriting shall enter into an underwriting agreement in customary form with the managing underwriter or underwriter(s) selected for such underwriting by VeriSign. If any Holder disapproves of the terms of any such underwriting, such Holder may elect to withdraw therefrom by written notice to VeriSign and the underwriter, delivered at least ten (10) business days prior to the effective date of the registration statement. Any Registrable Securities excluded or withdrawn from such underwriting shall be excluded and withdrawn from the registration.

-3-

1.3.4 Notwithstanding any other provision of this Agreement:

(a) provided the Amendment has been approved in accordance with Section 1.2 above, in connection with a Demand Registration, if the underwriter advises the Initiating Holders (as defined in the Prior Rights Agreement) in writing that marketing factors require a limitation of the number of shares to be underwritten, then the number of shares of Registrable Securities that may be included in the underwriting shall be allocated among the Holders thereof in proportion (as nearly as practicable) to the amount of Registrable Securities owned by all Holders and Prior Rights Holders, in accordance with Section 1.2(b) of the Prior Rights Agreement as if the Holders under this Agreement were "Holders" thereunder.

(b) provided that the Amendment has not been approved in accordance with Section 1.2 above, in connection with a Demand Registration, if the underwriter advises the Initiating Holders (as defined in the Prior Rights Agreement) in writing that marketing factors require a limitation of the number of shares to be underwritten, then the number of shares of Registrable Securities that may be included in the underwriting shall be reduced to the extent that such reduction is necessary so that the number of VeriSign securities registrable in such registration under Section 1.2 of the Prior Rights Agreement is not reduced, and any remaining Registrable Securities registrable in such registration shall be allocated among the Holders thereof in proportion (as nearly as practicable) to the amount of Registrable Securities owned by all Holders.

(c) in connection with an underwritten Company Registration, if the total amount of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the amount of securities sold other than by VeriSign that the underwriters determine in their sole discretion is compatible with the success of the offering, then VeriSign shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters determine in their sole discretion will not jeopardize the success of the offering (the securities so included to be apportioned pro rata among the selling stockholders according to the total amount of securities entitled to be included therein owned by each selling stockholder or in such other proportions as shall mutually be agreed to by such selling stockholders); provided that in no event shall the amount of securities sold by the selling Holders included in the offering be reduced below five percent (5%) of the total amount of securities included in such offering.

1.4 Reporting. With a view to making available to the Holders the

benefits of certain rules and regulations of the SEC which may permit the sale of the Registrable Securities to the public on Form S-3 or without registration, VeriSign agrees to use its best efforts to:

(a) At all times make and keep public information available, as those terms are understood and defined in SEC Rule 144 under the Act and Item I.A.3 of Form S-3 or any similar or analogous rule or form;

(b) File with the SEC, in a timely manner, all reports and other documents required of VeriSign under the Act and 1934 Act; and

-4-

(c) So long as the Holders own any Registrable Securities, furnish to any Holder forthwith upon written request: a written statement by VeriSign as to its compliance with the reporting requirements of said Rule 144 of the Act and of the 1934 Act; a copy of the most recent annual or quarterly report of VeriSign; and such other reports and documents as such Holder may reasonably request in availing itself of any rule or regulation of the SEC allowing it to sell any such securities without registration.

1.5 Form S-3 Shelf Registration.

1.5.1 Filing and Registration Period. In the event that,

following January 30, 1999, VeriSign receives a written request from a Holder that VeriSign effect a Registration on Form S-3 and any related qualification or compliance with respect to Registrable Securities held by such Holder, then as soon as practicable thereafter, and consistent with the requirements of applicable law, VeriSign shall prepare and file with the SEC a registration statement on Form S-3 for an offering to be made on a continuous basis pursuant to Rule 415 (the "SHELF REGISTRATION"). In the event that VeriSign has not effected a Piggyback Registration prior to January 30, 1999, the Shelf Registration shall cover fifty percent of the Registrable Securities then outstanding. In the event that a Piggyback Registration covering all or part of the Piggyback Registrable Portion has been effected prior to such date, the Shelf Registration shall cover (i) twenty five percent (25%) of the Registrable Securities outstanding as of the Effective Date, and (ii) that number of Registrable Securities consisting of the Piggyback Registrable Portion remaining unsold by the Holders as of January 30, 1999. The amount of Registrable Securities covered by the Shelf Registration shall be hereinafter referred to as the "FORM S-3 REGISTRABLE PORTION." VeriSign shall use its best efforts to have such Shelf Registration declared effective as soon as practicable after its filing and to keep the Shelf Registration effective under the Act for a continuous period of time (such period of time being hereinafter called the "REGISTRATION PERIOD") commencing on the date the Shelf Registration is declared effective under the Act by the SEC (the "DATE OF EFFECTIVENESS") and ending on the first (1st) anniversary of the Effective Time. VeriSign shall have no duty or obligation to keep the Shelf Registration (or any Subsequent Registration, as defined below) effective after the expiration of the Registration Period.

1.5.2 Subsequent Registration. If the Shelf Registration or a

Subsequent Registration (as defined below) ceases to be effective for any reason at any time during its Registration Period, then VeriSign shall use its best efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall, within 15 days of such cessation of effectiveness, file an amendment to the Shelf Registration seeking to obtain the withdrawal of the order suspending the effectiveness thereof, or file an additional "shelf" registration statement pursuant to Rule 415 covering all of the then outstanding Form S-3 Registrable Portion (a "SUBSEQUENT REGISTRATION"). If a Subsequent Registration is filed, VeriSign shall use its best efforts to cause the Subsequent Registration to be declared effective as soon as practicable after such filing and to keep such registration statement continuously effective until the end of the Registration Period.

1.5.3 Supplements and Amendments. Subject to the provisions of

Section 1.5.7, VeriSign shall supplement and amend the Shelf Registration if, and when required by the Act,

-5-

the rules and regulations promulgated thereunder or the rules, regulations or instructions applicable to the registration form used by VeriSign for such Shelf Registration.

1.5.4 Timing and Manner of Sales. Any sale of Registrable

Securities pursuant to the Shelf Registration hereunder may be made only during a "Permitted Window" (as defined in Section 1.5.7 below). In addition, any sale of Registrable Securities pursuant to the Shelf Registration may only be made in accordance with the method or methods of distribution of such Registrable Securities as described in the registration statement for the Shelf Registration (or Subsequent Registration, as applicable), which methods of distribution will be specified by the Holders in their Notice of Resale (as defined below). A Holder may also sell Registrable Securities in a bona fide private offering if the selling Holder provides VeriSign with a written opinion of counsel, reasonably satisfactory to counsel to VeriSign, that such offer and sale is an exempt transaction under the Act and applicable state securities laws, complies with all requirements for such exemption(s) and is not made with use of the prospectus for the Shelf Registration (or Subsequent Registration, is applicable).

1.5.5 Trading Limits. Commencing upon the Date of Effectiveness,

during any consecutive three month period in the Registration Period, the Shareholders, collectively, may not sell an amount of Registrable Securities pursuant to the Shelf Registration Statement that, in the aggregate, exceeds the greater of (i) one percent (1%) of the outstanding shares of VeriSign Common Stock (as indicated in VeriSign's then most recent published report), or (ii) the average weekly reported volume of trading in VeriSign Common Stock on Nasdaq during the four calendar weeks prior to the date of execution of the sale of Registrable Securities. Such volume limitations shall be allocated pro rata among the Shareholders.

1.5.6 Notice of Resale. Before a Holder may make any sale,

transfer or other disposition of any Registrable Securities during the Registration Period, such Holder must first give written notice to VeriSign (a "NOTICE OF RESALE") of such Holder's present intention to sell, transfer or otherwise dispose of some or all of such Holder's Registrable Securities, and the number of Registrable Securities such Holder proposes to sell, transfer or otherwise dispose of. In addition, a Notice of Resale shall contain the information required to be included therein under Section 1.5.4 and Section 1.5.7.

1.5.7 Permitted Window; Sale Procedures.

(i) A "PERMITTED WINDOW" is a period of twenty (20) consecutive calendar days commencing upon VeriSign's written notification to the Shareholders in response to a Notice of Resale that the prospectus contained in the Form S-3 registration statement filed pursuant to this Agreement is available to be used for resales of Registrable Securities pursuant to the Shelf Registration (or a Subsequent Registration, as applicable).

(ii) Before a Holder can make a sale of any Registrable Securities, and in order to cause a Permitted Window to commence, a Holder or Holders of Registrable Securities must first give VeriSign a Notice of Resale indicating such Holder's or Holders' intention to sell Registrable Securities pursuant to the Shelf Registration (or Subsequent Registration, as applicable). A Holder is not required to sell any Registrable Securities

-6-

notwithstanding the giving of a Notice of Resale by such Holder and a Holder may give Notices of Resale from time to time hereunder during the Registration Period.

(iii) Upon receipt of such Notice of Resale (unless, a

certificate of the President or the Chief Financial Officer of VeriSign is delivered as provided in Section 1.6.2 below), VeriSign will give written notice to the Holder or Holders who gave such Notice of Resale as soon as practicable, but in no event more than seven (7) business days after VeriSign's receipt of

such Notice of Resale that either: (a) the prospectus contained in the registration statement for the Shelf Registration (or Subsequent Registration, if applicable) is current (it being acknowledged that it may be necessary for VeriSign during this period to supplement the prospectus or make an appropriate filing under the 1934 Act so as to cause the prospectus to become current) and that the Permitted Window will commence on the date of such notice by VeriSign; or (b) that VeriSign is required under the Act and the regulations thereunder to amend the registration statement in order to cause the prospectus to be current. In the event that VeriSign determines that an amendment to the registration statement is necessary as provided above, it will promptly file and use its best efforts to cause such amendment to become effective as soon as practicable; whereupon it will notify the Shareholders that the Permitted Window will then commence.

1.5.8 Trading Window Compliance. The Shareholders acknowledge

that VeriSign maintains an Insider Trading Compliance Program and an Insider Trading Policy, as such may be amended (the "VERISIGN TRADING POLICY") and that the VeriSign Trading Policy requires that those directors, officers, employees and other persons whom VeriSign reasonably determines to be "Access Persons" or otherwise subject to the "trading window" and pre-clearance requirements of the VeriSign Trading Policy (and members of their immediate families and households) are permitted to effect trades in VeriSign securities: (i) only during those specified time periods ("TRADING WINDOWS") in which such persons are permitted to make sales, purchases or other trades in VeriSign's securities under the "trading window" provisions of the VeriSign Trading Policy; and (ii) only after pre-clearance of such sales, purchases or other trades with VeriSign's Compliance Officer (as defined in the VeriSign Trading Policy). If a Holder is or becomes subject to the "trading window" and/or "pre-clearance" provisions of the VeriSign Trading Policy described above, then, notwithstanding anything herein to the contrary (including without limitation the provisions of Section 1.5.7), such Holder may sell, transfer and dispose of Registrable Securities only during those trading windows during which such VeriSign Access Persons are permitted to effect trades in VeriSign stock under the VeriSign Trading Policy and only after pre-clearing such trades with VeriSign's Compliance Officer as provided in the VeriSign Trading Policy. When and if applicable, VeriSign shall notify Holders in writing of the commencement or expiration of each trading window not clearly scheduled pursuant to the VeriSign Trading Policy within at least one (1) trading day prior to the commencement or expiration of such trading window, as applicable.

1.6 Limitations. Notwithstanding the provisions of Section 1.5 above,

VeriSign shall not be obligated to effect any such registration, qualification or compliance of Registrable Securities pursuant to this Agreement, or the Holders shall not be entitled to sell Registrable Securities pursuant to the registration statement, as applicable:

-7-

(i) if Form S-3 is not then available for such offering by the Holders;

(ii) if VeriSign shall furnish to the Holders a certificate signed by the President or Chief Financial Officer of VeriSign stating that, in the good faith judgment of the Board of Directors of VeriSign, following consultation with legal counsel, it would be seriously detrimental to VeriSign and its stockholders for such Permitted Window to be in effect at such time, due, for example, to the existence of a material development or potential material development involving VeriSign which VeriSign would be obligated to disclose in the prospectus contained in the Shelf Registration, which disclosure would, in the good faith judgment of the Board of Directors of VeriSign, be premature or otherwise inadvisable at such time or would have a material adverse affect upon VeriSign and its stockholders, in which event VeriSign will have the right to defer a Permitted Window for a period of not more than forty five (45) days after receipt of a Notice of Resale from the Holder or Holders pursuant to Section 1.5; provided, however, that VeriSign may so postpone a Permitted Window

no more than twice during the Registration Period; and provided further, that if

VeriSign so postpones a Permitted Window, then notwithstanding the last sentence of Section 1.5.1, the Registration Period of the Shelf Registration shall be extended by a period of time equal to the period of postponement (subject to the provisions of Sections 1.7 and 1.13 below).

(iii) if VeriSign is acquired and its Common Stock ceases to be publicly traded; or

(iv) in any particular jurisdiction in which VeriSign would be required to qualify to do business or to execute a general consent to service of process in effecting such registration, qualification or compliance, unless VeriSign is already subject to service of process in such jurisdiction.

1.7 Shares Otherwise Eligible for Resale. Notwithstanding anything

herein to the contrary, VeriSign shall not be obligated to effect or continue to keep effective any such registration, registration statement, qualification or compliance of Registrable Securities held by any particular Holder:

(a) if VeriSign or its legal counsel shall have received a "no-action" letter or similar written confirmation from the SEC that all the Registrable Securities then held by such Holder may be resold by such Holder within a three (3) month period without registration under the Act pursuant to the provisions of Rule 144 promulgated under the Act (or successor provisions), or otherwise;

(b) if legal counsel to VeriSign shall deliver a written opinion to VeriSign, its transfer agent and the Holders, in form and substance reasonably acceptable to VeriSign, to the effect that all the Registrable Securities then held by such Holder may be resold by such Holder within a three (3) month period without registration under the Act pursuant to the provisions of Rule 144 promulgated under the Act, or otherwise; or

(c) after expiration or termination of the Registration Period.

-8-

1.8 Expenses. VeriSign shall pay all expenses incurred by VeriSign

in connection with the Shelf Registration and any Subsequent Registration (excluding brokers' discounts and commissions), including without limitation all filing, registration and qualification, printers', legal and accounting fees.

1.9 Obligations of VeriSign. Subject to Sections 1.5, 1.6 and 1.7

above, when required to effect the registration of any Registrable Securities under the terms of this Agreement, VeriSign will, as expeditiously as reasonably possible:

(i) furnish to the Holders such number of copies of a prospectus, including a preliminary prospectus (and amendments or supplements thereto), in conformity with the requirements of the Act, and such other documents as they may reasonably request in order to facilitate the disposition of the Registrable Securities owned by them;

(ii) use its best efforts to register and qualify the securities covered by such registration statement under such other securities or Blue Sky laws of such jurisdictions as will be reasonably requested by the Holders, provided that VeriSign will not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such state or jurisdiction unless VeriSign is already so qualified or subject to service of process, respectively, in such jurisdiction; and

(iii) promptly notify each Holder of Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Act, of the happening of any event known to VeriSign's Chief Executive Officer as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

1.10 Furnish Information. It shall be a condition precedent to the

obligations of VeriSign to take any action pursuant to this Agreement that the selling Holders will furnish to VeriSign such information regarding themselves, the Registrable Securities held by them, and the intended method of disposition of such Registrable Securities as shall be reasonably required to timely effect

the registration of their Registrable Securities.

1.11 Delay of Registration. No Holder will have any right to obtain

or seek an injunction restraining or otherwise delaying any such registration as
the result of any controversy that might arise with respect to the
interpretation or implementation of this Agreement.

1.12 Indemnification.

1.12.1. By VeriSign. To the extent permitted by law, VeriSign will

indemnify, defend and hold harmless each Holder against any losses, claims,
damages, or liabilities (joint or several) to which such Holder may become
subject under the Act, the 1934 Act or other U.S. federal or state law, insofar
as such losses, claims, damages, or liabilities (or actions in respect

-9-

thereof) arise out of or are based upon any of the following statements,
omissions or violations (collectively a "VIOLATION"):

(i) any untrue statement or alleged untrue statement of a material
fact contained in a registration statement filed by VeriSign pursuant to this
Agreement, including any preliminary prospectus or final prospectus contained
therein or any amendments or supplements thereto;

(ii) the omission or alleged omission to state in such registration
statement, preliminary prospectus or final prospectus or any amendments or
supplements thereto, a material fact required to be stated therein, or necessary
to make the statements therein not misleading; or

(iii) any violation or alleged violation by VeriSign of the Act, the
1934 Act, any U.S. federal or state securities law or any rule or regulation
promulgated under the Act, the 1934 Act or any U.S. federal or state securities
law in connection with the offering covered by such registration statement;
provided however, that the indemnity agreement contained in this subsection

1.12.1 shall not apply to amounts paid in settlement of any such loss, claim,
damage, liability or action if such settlement is effected without the consent
of VeriSign (which consent shall not be unreasonably withheld), nor shall
VeriSign be liable to a Holder in any such case for any such loss, claim,
damage, liability or action to the extent that it arises out of or is based upon
a Violation which occurs in reliance upon and in conformity with written
information furnished expressly for use in connection with such registration by
such Holder.

1.12.2 By Selling Holders. To the extent permitted by law, each

selling Holder will indemnify and hold harmless VeriSign, each of its directors,
each of its officers who have signed the registration statement, each person, if
any, who controls VeriSign within the meaning of the Act, any underwriter and
any other Holder selling securities under such registration statement, against
any losses, claims, damages or liabilities (joint or several) to which VeriSign
or any such director, officer, controlling person, underwriter or other such
Holder may become subject under the Act, the 1934 Act or other federal or state
law, insofar as such losses, claims, damages or liabilities (or actions in
respect thereto) arise out of or are based upon any Violation, in each case to
the extent (and only to the extent) that such Violation occurs in reliance upon
and in conformity with written information furnished by such Holder expressly
for use in connection with such registration; and each such Holder will
reimburse VeriSign or any such director, officer, controlling person,
underwriter or other Holder for any legal or other expenses reasonably incurred
by VeriSign or any such director, officer, controlling person, underwriter or
other Holder in connection with investigating or defending any such loss, claim,
damage, liability or action, as incurred; provided, however, that the indemnity

agreement contained in this subsection 1.12.2 shall not apply to amounts paid in
settlement of any such loss, claim, damage, liability or action if such
settlement is effected without the consent of the indemnifying Holder, which
consent shall not be unreasonably withheld; and provided further that the total
amounts payable in indemnity by a Holder under this subsection 1.12.2 in respect
of any Violation shall

not exceed the net proceeds received by such Holder in the registered offering out of which such Violation arises.

1.12.3 Notice. Promptly after receipt by an indemnified party

under this Section 1.12 of notice of the commencement of any action (including any governmental action), such indemnified party will, if a claim for indemnification or contribution in respect thereof is to be made against any indemnifying party under this Section 1.12, deliver to the indemnifying party a written notice of the commencement thereof and the indemnifying party shall have the right to participate in, and to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume and control the defense thereof with counsel mutually satisfactory to the parties; provided, however, that: (i) VeriSign shall also have the right, at

its option, to assume and control the defense of any action with respect to which VeriSign or any person entitled to be indemnified by the selling Holders under Section 1.12.2 is entitled to indemnification from the selling Holders; and (ii) an indemnified party shall have the right to retain its own counsel, with the fees and expenses of such counsel to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential conflict of interests between such indemnified party and any other party represented by such counsel in such proceeding. The failure of an indemnified party to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action, if prejudicial to the ability of the indemnifying party to defend such action, shall relieve such indemnifying party of any liability to the indemnified party under this Section 1.12, but the omission so to deliver written notice to the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party otherwise than under this Section 1.12.

1.12.4 Defect Eliminated in Final Prospectus. The foregoing

indemnity agreements of VeriSign and the Holders are subject to the condition that, insofar as they relate to any Violation made in a preliminary prospectus but eliminated or remedied in the amended or supplemented prospectus on file with the SEC and effective at the time the sale of Registrable Securities under such registration statement occurs (the "AMENDED PROSPECTUS"), such indemnity agreement shall not inure to the benefit of any person if a copy of the Amended Prospectus was furnished to the indemnified party and was not furnished to the person asserting the loss, liability, claim or damage, at or prior to the time such action is required by the Act.

1.12.5 Contribution. In order to provide for just and equitable

contribution to joint liability under the Act in any case in which either (i) any Holder exercising rights under this Agreement makes a claim for indemnification pursuant to this Section 1.12 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 1.12 provides for indemnification in such case, or (ii) contribution under the Act may be required on the part of any such selling Holder in circumstances for which indemnification is provided under this Section 1.12; then, and in each such case, VeriSign and such Holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) in such proportion so that such Holder is responsible for the portion represented by the percentage that the public offering price of its Registrable Securities offered by and sold by

such Holder under the registration statement bears to the public offering price of all securities offered by and sold under such registration statement, and VeriSign and other selling Holders are responsible for the remaining portion; provided, however, that, in any such case, (a) no such Holder will be required

to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such

registration statement; and (b) no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

(f) Survival. The obligations of VeriSign and Holders under this

Section 1.12 shall survive the completion of any offering of Registrable Securities in a registration statement pursuant to this Agreement, and otherwise.

1.13 Duration and Termination of VeriSign's Obligations. VeriSign

will have no obligations under this Agreement with respect to any Notice of Resale or other request or requests for registration (or inclusion in a registration) made by any Holder or to maintain or continue to keep effective any registration or registration statement pursuant hereto: (a) after the expiration or termination of the Registration Period; (b) if, in the opinion of counsel to VeriSign, all such Registrable Securities proposed to be sold by such Holder may be sold in a three (3) month period without registration under the Act pursuant to Rule 144 promulgated under the Act or otherwise; or (c) if all Registrable Securities have been registered and sold pursuant to registrations effected pursuant to this Agreement and/or have been transferred in transactions in which registration rights hereunder have not been assigned in accordance with this Agreement.

1.14 Pooling Restrictions. Notwithstanding anything herein to the

contrary, no Shareholder (or such Shareholder's assigns) will sell any Registrable Securities (whether pursuant to a registration or otherwise) until after VeriSign has publicly released a report including financial statements of VeriSign that include at least thirty (30) days of post-Merger combined operating results of VeriSign and the Company.

1.15 Acknowledgment of Other Agreements. The Holders acknowledge that

the Prior Rights Holders pursuant to the Prior Rights Agreement currently hold certain S-3 and other registration rights that may enable such Prior Rights Holders to sell shares of VeriSign Common Stock during one or more Permitted Windows or at other times (thus potentially adversely affecting the receptivity of the market to the sale of the Registrable Securities pursuant to the Shelf Registration) and that the Prior Rights Holders hold "piggyback registration rights" that may allow them to participate in a registration effected pursuant to this Agreement.

1.16 "Market Stand-Off Agreement. Each Shareholder hereby agrees

that, during the period of duration specified by VeriSign and an underwriter of Common Stock or other securities of VeriSign, following the effective date of a registration statement of VeriSign filed under the 1933 Act, it shall not, to the extent requested by VeriSign and such underwriter, directly or indirectly sell, offer to sell, contract to sell (including, without limitation short sale), grant any option to purchase or otherwise transfer or dispose of (other than to donees or other transferees pursuant to contractual obligations outstanding at the time of such request, provided such donees or transferees agree to be similarly bound) any securities of VeriSign held by it at

-12-

any time during such period except Common Stock included in such registration; provided, however, that:

(i) such agreement shall not exceed one hundred and eighty (180) days, unless such registration is a Demand Registration in which case such period will be one hundred and twenty (120) days; and

(ii) all officers and directors of VeriSign and all other persons with registration rights (whether or not pursuant to this Agreement) enter into similar agreements or VeriSign imposes stock transfer restrictions on such persons' shares pursuant to the following paragraph

and provided further that the foregoing market standoff agreement

shall not be applicable to a Shareholder holding less than 50,000 shares of Registrable Securities following the first anniversary of this Agreement.

In order to enforce the foregoing covenant, VeriSign may impose stop-transfer instructions with respect to the Registrable Securities of each Shareholder (and the shares or securities of every other person subject to the foregoing restriction) until the expiration of such period.

This market standoff agreement shall terminate upon the termination of all registration rights granted under the Prior Rights Agreement.

2. ASSIGNMENT

Notwithstanding anything herein to the contrary, the rights of a Holder under this Agreement may be assigned (in whole or in part) only with VeriSign's express prior written consent, which may be withheld in VeriSign's sole discretion; provided, however, that the rights of a Holder under this

Agreement may be assigned without VeriSign's express prior written consent: (a) to a Permitted Assignee (as defined below); or (b) (if applicable) by will or by the laws of intestacy, descent or distribution, provided that the assignee

agrees in writing to be bound by all the obligations of the Holders under this Agreement. Any attempt to assign any rights of a Holder under this Agreement without VeriSign's express prior written consent in a situation in which such consent is required by this Section shall be null and void and without effect. Subject to the foregoing restrictions, all rights, covenants and agreements in this Agreement by or on behalf of the parties hereto will bind and inure to the benefit of the respective permitted successors and assigns of the parties hereto. Each of the following parties are "PERMITTED ASSIGNEES" for purposes of this Section: (a) a trust whose beneficiaries consist solely of a Holder and such Holder's immediate family; and (b) the personal representative, custodian or conservator of a Holder, in the case of the death, bankruptcy or adjudication of incompetency of that Holder, (c) immediate family members of a Holder, and (d) in the case of Jagtar S. Chaudhry and P. Jyoti Chaudhry, to Mahendra Vora in connection with a resolution of the Vora Litigation.

-13-

3. GENERAL PROVISIONS

3.1 Notices. Unless otherwise provided, all notices, instructions

and other communications required or permitted to be given hereunder or necessary or convenient in connection herewith must be in writing and shall be deemed delivered (i) when personally served or when delivered by telex or facsimile (to the telex or facsimile number of the person to whom the notice is given), (ii) the first business day following the date of deposit with an overnight courier service or (iii) on the earlier of actual receipt or the third business day following the date on which the notice is deposited in the United States mail, first class certified, postage prepaid, addressed as follows: (a) if to VeriSign, at 1390 Shorebird Way, Mountain View, CA 94043, Attention: Chief Financial Officer, Facsimile Number: (650) 961-7300; and (b) if to a Shareholder, at such Shareholder's respective address as set forth on Exhibit A

hereto. Any party hereto (and such party's permitted assigns) may by notice so given change its address for future notices hereunder.

3.2 Entire Agreement. This Agreement and the provisions of Section 1.7

of the Plan constitute and contain the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties with respect to the subject matter hereof.

3.3 Amendment of Rights. Any provision of this Agreement may be amended

and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of VeriSign and Holders of a majority of all Registrable Securities then outstanding. Any amendment or waiver effected in accordance with this Section 3.3 shall be binding upon each Holder, each permitted successor or assignee of such Holder and VeriSign.

3.4 Binding Effect of Agreement. The terms of this Agreement shall

be binding upon and inure to the benefit of the parties hereto and their
respective successors and assigns.

3.5 Governing Law. This Agreement will be governed by and construed

exclusively in accordance with the internal laws of the State of California
(excluding that body of law relating to conflict of laws and choice of law) and
applicable federal law.

3.6 Severability. If one or more provisions of this Agreement are

held to be unenforceable under applicable law, then such provision(s) will be
excluded from this Agreement and the balance of this Agreement shall be
interpreted as if such provision(s) were so excluded and will be enforceable in
accordance with its terms.

3.7 No Third Party Beneficiaries. Nothing in this Agreement, express

or implied, is intended to confer upon any person, other than the parties hereto
and their successors and assigns, any rights or remedies under or by reason of
this Agreement.

-14-

3.8 Captions. The headings and captions to sections of this Agreement

have been inserted for identification and reference purposes only and will not
be used to construe or interpret this Agreement.

3.9 Counterparts. This Agreement may be executed in counterparts,

each of which will be deemed an original, but all of which together will
constitute one and the same instrument.

3.10 Effectiveness of Agreement. Regardless of when signed, this

Agreement will not become effective or binding unless and until the Effective
Time of the Merger.

-15-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
effective as of the Effective Date.

VERISIGN, INC.

THE SHAREHOLDERS

By: /s/ Stratton Sclavos

/s/ Jagtar Chaudhry

Jagtar S. Chaudhry

Title: Chief Executive Officer

/s/ P. Jyoti Chaudhry

P. Jyoti Chaudhry

/s/ Jay W. Johnson

Jay W. Johnson

/s/ George Valente

George and Lena Valente Foundation

/s/ Surjit Kaur

Surjit Kaur, Trustee for the Benefit of
P. Jyoti Chaudhry and Simran Deep

Chaudhry under Trust Agreement dated
1/17/97

/s/ Surjit Kaur

Surjit Kaur, Trustee for the Benefit of
P. Jyoti Chaudhry and Yash Paul Chaudhry
under Trust Agreement dated 1/17/97

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

-16-

/s/ Surjit Kaur

Surjit Kaur, Trustee for the Benefit of
P. Jyoti Chaudhry and Samir Rishi
Chaudhry under Trust Agreement dated
1/17/97

/s/ Surjit Kaur

Surjit Kaur, Trustee for the Benefit of
Manpreet Bains under Trust Agreement
dated 1/19/97

[SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

-17-

EXHIBIT A

LIST OF SHAREHOLDERS

NAME AND ADDRESS -----	NUMBER OF SHARES OF VERISIGN COMMON STOCK HELD -----
Jagtar S. Chaudhry 9290 Chapelwood Drive Alpharetto, GA 30202 Facsimile No: (770) 248-1006	210,951
P. Jyoti Chaudhry 9290 Chapelwood Drive Alpharetto, GA 30202	1,071,239
Jay W. Johnson [Address] Facsimile No.: _____	100,531
George and Lena Valente Foundation 44465 North El Macero El Macero, CA 95618	82,403
Surjit Kaur, Trustee for the Benefit of P. Jyoti Chaudhry and Simran Deep Chaudhry under Trust Agreement dated 1/17/98 9290 Chapelwood Drive Alpharetto, GA 30202]	65,922
Surjit Kaur, Trustee for the Benefit of P. Jyoti Chaudhry and Yash Paul Chaudhry	65,922

under Trust Agreement dated 1/17/98
9290 Chapelwood Drive
Alpharetto, GA 30202

-18-

Surjit Kaur, Trustee for the Benefit of P. Jyoti Chaudhry and Samir Rishi Chaudhry under Trust Agreement dated 1/17/98 9290 Chapelwood Drive Alpharetto, GA 30202	65,922
---	--------

Surjit Kaur, Trustee for the Benefit of Manpreet Bains under Trust Agreement dated 1/19/98 9290 Chapelwood Drive Alpharetto, GA 30202	3,296
---	-------

-19-

Fenwick & West LLP
Two Palo Alto Square
Palo Alto, CA 94306

July 6, 1998

VeriSign, Inc.
1390 Shorebird Way
Mountain View, CA 94043

Gentlemen/Ladies:

At your request, we have examined the Registration Statement on Form S-8 (the "Registration Statement") to be filed by you with the Securities and Exchange Commission (the "Commission") on or about July 6, 1998 in connection with the registration under the Securities Act of 1933, as amended, of an aggregate of 208,809 shares of your Common Stock (the "Stock"), subject to issuance by you upon the exercise of options of SecureIT, Inc., a Georgia corporation, being assumed by you pursuant to that certain Agreement and Plan of Reorganization dated July 6, 1998 among SecureIT, Inc., the shareholders of SecureIT, Inc., and you. In rendering this opinion, we have examined the following:

- (1) your registration statement on Form S-1 (File Number 333-40789), filed with the Commission and declared effective on January 29, 1998, together with the Exhibits filed as a part thereof;
- (2) your registration statement on Form 8-A (File Number 000-23593) filed with the Commission on January 6, 1998 and declared effective on January 29, 1998;
- (3) the Registration Statement, together with the Exhibits filed as a part thereof;
- (4) the Prospectus prepared in connection with the Registration Statement;
- (5) the resolutions approved by your Board of Directors at a meeting held on July 2, 1998 and the resolutions approved by the Special Acquisition Committee of your Board of Directors at a meeting held on July 5, 1998;
- (6) the stock records that you have provided to us; and
- (7) a Management Certificate addressed to us and dated of even date herewith executed by the Company containing certain factual and other representations.

In our examination of documents for purposes of this opinion, we have assumed, and express no opinion as to, the genuineness of all signatures on original documents, the authenticity of all documents submitted to us as originals, the conformity to originals of all documents submitted to us as copies, the legal capacity of all natural persons executing the same, the lack of any undisclosed terminations, modifications, waivers or amendments to any

VeriSign, Inc.
July 6, 1998
Page 2

documents reviewed by us and the due execution and delivery of all documents where due execution and delivery are prerequisites to the effectiveness thereof.

As to matters of fact relevant to this opinion, we have relied solely upon our examination of the documents referred to above and have assumed the current accuracy and completeness of the information included in the documents referred to above. We have made no independent investigation or other attempt to verify the accuracy of any of such information or to determine the existence or non-

existence of any other factual matters; however, we are not aware of any facts

that would lead us to believe that the opinion expressed herein is not accurate.

Based upon the foregoing, it is our opinion that the Stock that may be issued and sold by you upon the exercise of assumed SecureIT, Inc. options, when issued and sold in accordance with the terms of such options and purchase agreements to be entered into thereunder, will be validly issued, fully paid and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement and further consent to all references to us, if any, in the Registration Statement, the Prospectus prepared in connection therewith and any amendments thereto.

This opinion speaks only as of its date and is intended solely for the your use as an exhibit to the Registration Statement for the purpose of the above sale of the Stock and is not to be relied upon for any other purpose.

Very truly yours,

/s/ FENWICK & WEST LLP

FENWICK & WEST LLP

CONSENT OF KPMG PEAT MARWICK LLP

The Board of Directors
VeriSign, Inc.:

We consent to incorporation herein by reference in the registration statement dated July 6, 1998, on Form S-8, of our reports dated January 8, 1998, relating to the consolidated balance sheets of VeriSign, Inc. and subsidiary as of December 31, 1996 and 1997, and the related consolidated statements of operations, stockholders' equity, and cash flows for the period from April 12, 1995 (inception) to December 31, 1995, and for each of the years in the two-year period ended December 31, 1997, and the related schedule, which reports appear in the registration statement (No. 333-40789) on Form S-1 of VeriSign, Inc.

KPMG PEAT MARWICK LLP

Mountain View, California
July 6, 1998