

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Secure Computing Corporation		08/31/2006	CORPORATION: DELAWARE
CipherTrust, Inc.		08/31/2006	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc. as administrative agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2150399	BESS
Registration Number:	2561297	BESS
Registration Number:	2652445	DELIVERING THE WEB YOU WANT
Registration Number:	2855128	ENTERPRISE STRONG
Registration Number:	2887598	G2 FIREWALL
Registration Number:	2789998	INTERNET MANAGER
Registration Number:	2759052	MOBILEPASS
Registration Number:	2857778	PREMIERACCESS
Registration Number:	1476670	SAFEWORD
Registration Number:	2208185	SECURE COMPUTING
Registration Number:	2643013	SECUREOS
Registration Number:	2105436	SECURESUPPORT
Registration Number:	2256167	SIDEWINDER

CH \$965.00 2150399

Registration Number:	2898107	SIDEWINDER G2
Registration Number:	2896363	SIDEWINDER G2 FIREWALL
Registration Number:	2158485	SMARTFILTER
Registration Number:	1902557	SOFTOKEN
Registration Number:	2417945	STRIKEBACK
Registration Number:	2365362	TYPE ENFORCEMENT
Registration Number:	2825657	CSMART
Registration Number:	2007636	CYBERGUARD
Registration Number:	2628477	CYBERGUARD
Registration Number:	2510792	CYBERGUARD
Registration Number:	2884636	CYBERGUARD WORLDWIDE
Registration Number:	2884637	CYBERGUARD WORLDWIDE
Registration Number:	2650310	DEFEND YOUR DOMAIN
Registration Number:	2090218	INTERNET MANAGER
Registration Number:	2499067	KNIGHTSTAR
Registration Number:	2460555	MESSAGE INSPECTOR
Registration Number:	2701695	E MESSAGE INSPECTOR
Registration Number:	2645991	
Registration Number:	2507336	
Registration Number:	3005219	TOTAL STREAM PROTECTION
Registration Number:	2744750	WEB INSPECTOR
Registration Number:	2669929	CIPHERTRUST
Registration Number:	2706392	IRONMAIL
Serial Number:	78760237	IRONIM
Serial Number:	78871448	SECUREWIRE

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-756-9292
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
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Signature:

/CHRISTINE WILSON/

Date:

09/13/2006

Total Attachments: 9

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 31, 2006, by Secure Computing Corporation, a Delaware corporation, and CipherTrust, Inc., a Georgia corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITICORP USA, INC., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Guarantee and Collateral Agreement of even date herewith (the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and the goodwill attendant thereto, all registrations thereof (if any), and all applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those trademarks of such Pledgor listed on Schedule I attached hereto; and

(b) all proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Loan Document Obligations and termination of the Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collat-

eral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

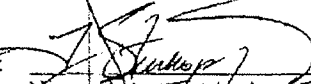
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SECURE COMPUTING CORPORATION

By: 
Name: Timothy J. STEINWOLD
Title: SUP OF OPERATIONS AND CFO

CIPHERTRUST, INC.

By: _____
Name:
Title:

Trademark Security Agreement

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SECURE COMPUTING CORPORATION

By: _____
Name:
Title:

CIPHERTRUST, INC.

By: _____
Name: Jay Chaudhry
Title: President

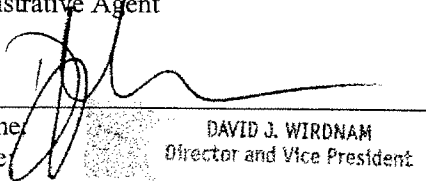
Trademark Security Agreement

Accepted and Agreed:

CITICORP USA, INC.,
as Administrative Agent

By: _____

Name
Title



DAVID J. WIRDNAM
Director and Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003389 FRAME: 0315

Schedule I
Trademarks

The following U.S. trademarks are owned by Secure Computing Corporation:

Mark	Class	Status	App. No.	App. Date	Reg. No.	Reg. Date	Term
BESS	42	Registered	75/198579	Nov-15-1996	2150399	Apr-14-1998	Apr-14-2008
BESS & DESIGN	42	Registered	76/086028	Jul-10-2000	2561297	Apr-16-2002	Apr-16-2012
DELIVERING THE WEB YOU WANT	42	Registered	76/070832	Jun-14-2000	2652445	Nov-19-2002	Nov-19-2012
ENTERPRISE STRONG	9	Registered	78/173734	Oct-11-2002	2855128	Jun-15-2004	Jun-15-2014
G2 FIREWALL	9	Registered	78/173752	Oct-11-2002	2887598	Sep-21-2004	Sep-21-2014
INTERNET MANAGER	9	Registered	75/360861	Sep-22-1997	2789998	Dec-09-2003	Dec-09-2013
MOBILEPASS	9	Registered	78/179645	Oct-29-2002	2759052	Sep-02-2003	Sep-02-2013
PREMIERACCESS	9	Registered	78/078232	Aug-08-2001	2857778	Jun-29-2004	Jun-29-2014
SAFEWORD	9	Registered	73/667778	Jun-22-1987	1476670	Feb-16-1988	Feb-16-2008
SECURE COMPUTING	9, 37, 42	Registered	75/274639	Apr-14-1997	2208185	Dec-08-1998	Dec-08-2008
SECUREOS	9	Registered	78/089239	Oct-19-2001	2643013	Oct-29-2002	Oct-29-2012
SECURESUPPORT	42	Registered	75/186162	Oct-23-1996	2105436	Oct-14-1997	Oct-14-2007
SECUREWIRE	9	Pending	78/871448	Apr-27-2006			
SIDEWINDER	9	Registered	74/576968	Sep-22-1994	2256167	Jun-29-1999	Jun-29-2009
SIDEWINDER G2	9	Registered	78/173748	Oct-11-2002	2898107	Oct-26-2004	Oct-26-2014
SIDEWINDER G2 FIREWALL	9	Registered	78/173765	Oct-11-2002	2896363	Oct-19-2004	Oct-19-2014
SMARTFILTER	9	Registered	75/232733	Jan-29-1997	2158485	May-19-1998	May-19-2008
SOFTOKEN	9	Registered	74/536785	Jun-13-1994	1902557	Jul-04-1995	Jul-04-2015
STRIKEBACK	9	Registered	75/457528	Mar-26-1998	2417945	Jan-02-2001	Jan-02-2011
TYPE ENFORCEMENT	9	Registered	75/291862	May-14-1997	2365362	Jul-04-2000	Jul-04-2010

The following U.S. trademarks are owned by CyberGuard Corporation:

Mark	Class	Status	Serial No.	Reg. Date	Reg. No.	Reg. Date	Reg. Date
CSMART	9	Registered	76/241727	Apr-16-2001	2825657	Mar-23-2004	Mar-23-2014
CYBERGUARD	9	Registered	74/650346	Mar-20-1995	2007636	Oct-15-1996	Oct-15-2006
CYBERGUARD & DESIGN	9	Registered	75/354331	Sep-09-1997	2628477	Oct-01-2002	Oct-01-2012
CYBERGUARD & DESIGN	9	Registered	75/354361	Sep-09-1997	2510792	Nov-20-2001	Nov-20-2011
CYBERGUARD WORLDWIDE	9	Registered	76/245449	Apr-24-2001	2884636	Sep-14-2004	Sep-14-2014
CYBERGUARD WORLDWIDE & DESIGN	9	Registered	76/245707	Apr-24-2001	2884637	Sep-14-2004	Sep-14-2014
DEFEND YOUR DOMAIN	9	Registered	76/139597	Oct-03-2000	2650310	Nov-12-2002	Nov-12-2012
INTERNET MANAGER	9	Registered	75/058889	Feb-16-1996	2090218	Aug-19-1997	Aug-19-2007
KNIGHTSTAR	9	Registered	75/910731	Feb-02-2000	2499067	Oct-16-2001	Oct-16-2011
MESSAGE INSPECTOR	9	Registered	75/691713	Apr-26-1999	2460555	Jun-12-2001	Jun-12-2011
MESSAGE INSPECTOR & DESIGN	9	Registered	76/098508	Jul-31-2000	2701695	Apr-01-2003	Apr-01-2013
SHIELD LOGO	9	Registered	75/354330	Sep-09-1997	2645991	Nov-05-2002	Nov-05-2012
SHIELD LOGO	9	Registered	75/354362	Sep-09-1997	2507336	Nov-13-2001	Nov-13-2011
TOTAL STREAM PROTECTION	9	Registered	78/349708	Jan-09-2004	3005219	Oct-04-2005	Oct-04-2015
WEB INSPECTOR	9	Registered	78/010580	May-31-2000	2744750	Jul-29-2003	Jul-29-2013

The following U.S. trademarks are owned by CipherTrust, Inc.

CIPHERTRUST, INC.

Report Type: Status and Due

Our Reference	Trademark Class	Status	Filing App No	Registration Reg No
20281-015001 UNITED STATES	CIPHERTRUST 9	REGISTERED	11/14/2000 76/166,013	12/31/2002 2,669,929
20281-016001 UNITED STATES	IRONMAIL 9	REGISTERED	11/5/2001 76/333,981	4/15/2003 2,706,392
20281-018001 UNITED STATES	IronIM 38	PENDING	11/23/2005 78/760,237	