

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WEBTRENDS INC. | | 06/28/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WELLS FARGO FOOTHILL, INC. | | |
| Street Address: | 2450 Colorado Avenue, Suite 3000 West | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77119078 | W | |
| Serial Number: | 77119088 | | |
| Serial Number: | 77065539 | WEBTRENDS DYNAMIC SEARCH | |
| Serial Number: | 77119099 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)815-2424 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-815-2231 | | |
| Email: | carolfraser@paulhastings.com | | |
| Correspondent Name: | Carol Fraser, Corporate Paralegal | | |
| Address Line 1: | 600 Peachtree Street, Suite 2400 | | |
| Address Line 2: | Paul Hastings Janofsky & Walker LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30308 | | |
| NAME OF SUBMITTER: | Carol Fraser | | |
| Signature: | //Carol Fraser// | | |

CH \$115.00 77119078

Date:

07/05/2007

Total Attachments: 3

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of June 28, 2007 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of April 29, 2005 (the "Trademark Security Agreement"), among Webtrends Inc., a Delaware corporation (the "Debtor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the administrative agent for the Lender Group and the Bank Product Provider, as such terms are defined therein (in such capacity, together with its successors, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, the Debtor and Agent wish to amend the Trademark Security Agreement by adding Trademarks to the Trademark Collateral, and have agreed to do so;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:


1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.
2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.
4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

DEBTOR:

WEBTRENDS INC., a Delaware corporation

By: 
Name: Tabril Davis
Title: Controller

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003574 FRAME: 0705

SCHEDULE I

WEBTRENDS INC.

| <u>Docket No.</u> | <u>Title</u> | <u>App. No.</u> | <u>App. Date</u> |
|-------------------|-----------------------------------|-----------------|------------------|
| 3561-179 | W Logo | 77/119,078 | 2/28/2007 |
| 3561-180 | 3 Finger Logo (Design) | 77/119,088 | 2/28/2007 |
| 3561-181 | WebTrends Dynamic Search | 77/065,539 | 12/15/2006 |
| 3561-185 | Person Behind Desk TM (Design) | 77/119,099 | 2/28/2007 |