

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Websense, Inc.		10/11/2007	CORPORATION: DELAWARE
PortAuthority Technologies, Inc.		10/11/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated, as Senior Collateral Agent
Street Address:	One Pierrepont Plaza, 300 Cadman Plaza West
Internal Address:	7th Floor
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2731101	VIDIUS
Registration Number:	2772306	PORTAUTHORITY
Registration Number:	2978915	KEEPING INFORMATION INSIDE
Registration Number:	2122340	WEBSENSE
Registration Number:	2189713	WEBSENSE
Registration Number:	2446137	WEBSENSE ENTERPRISE
Registration Number:	3164038	PORTAUTHORITY TECHNOLOGIES
Registration Number:	3164039	PORTAUTHORITY TECHNOLOGIES
Registration Number:	3178443	PORTAUTHORITY TECHNOLOGIES
Serial Number:	77032425	THREATSEEKER
Serial Number:	77038988	LEAKSEEKER
Serial Number:	77038993	SEEKER

CH \$315.00 2731101

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Matthew B. Fagin, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	391000/1171
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	10/19/2007

Total Attachments: 5

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SENIOR TRADEMARK SECURITY AGREEMENT

This SENIOR TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of October 11, 2007, is entered into by and between Websense, Inc. and PortAuthority Technologies, Inc. (collectively, the "Grantors") and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent (the "Senior Collateral Agent") pursuant to that certain Senior Guarantee and Collateral Agreement dated as of October 11, 2007, between the Senior Collateral Agent and each of the Grantors (the "Security Agreement"), and pursuant to that certain Senior Credit Agreement, dated as of October 11, 2007 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement") among Websense, the several banks and other financial institutions or entities from time to time parties thereto, Morgan Stanley Senior Funding, Inc., as sole lead arranger and sole bookrunner, Bank of America, N.A., as syndication agent, the co-documentation agents named therein, Morgan Stanley Senior Funding, Inc., as senior administrative agent, and the Senior Collateral Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Senior Collateral Agent in certain Collateral, including the Trademarks set forth on Schedule A hereto, together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Senior Collateral Agent hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to Senior Collateral Agent, for the benefit of the Senior Secured Parties, a security interest in all Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, together with the goodwill associated therewith, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Senior Obligations. Notwithstanding the foregoing sentence of this Section 1(a), the grant of the security interest as provided herein shall not extend to, and for purposes hereof, Trademarks shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Trademark applications and registrations as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Senior Collateral Agent under the Security Agreement. The rights and remedies of the Senior Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Senior Collateral Agent as a matter of law or equity. The exercise by the Senior Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Senior Collateral Agent, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Senior Collateral Agent, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Senior Collateral Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Senior Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Senior Collateral Agent and (other than as provided in Section 11.6 of the Credit Agreement), unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

WEBSSENSE, INC.

By: Dudley Mendenhall

Name: Dudley Mendenhall

Title: Senior Vice President and Chief
Financial Officer

PORTAUTHORITY TECHNOLOGIES, INC.

By: DC Wride

Name: Douglas C. Wride

Title: Chief Financial Officer

SENIOR COLLATERAL AGENT:

MORGAN STANLEY & CO. INCORPORATED,
as Senior Collateral Agent



By: _____ **Stephen B. King**
Name: **Executive Director**
Title: **Morgan Stanley & Co., Inc.**

[Senior Trademark Security Agreement]

TRADEMARK
REEL: 003643 FRAME: 0180

Schedule A to SENIOR TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Registration No.</u>
Websense, Inc.	WEBSENSE	Registered: 12/16/1997	2122340
Websense, Inc.	LEAKSEEKER	11/07/2006	Serial No. 77038988
Websense, Inc.	SEEKER	11/07/2006	Serial No. 77038993
Websense, Inc.	WEBSENSE	Registered: 9/15/1998	2189713
Websense, Inc.	THREATSEEKER	10/30/2006	Serial No. 77032425
Websense, Inc.	WEBSENSE ENTERPRISE	Registered: 4/24/2001	2446137
PortAuthority Technologies, Inc.	PORTAUTHORITY	Registered 10/7/2003	2,772,306
PortAuthority Technologies, Inc.	PORTAUTHORITY TECHNOLOGIES	Registered 10/24/2006	3,164,039
PortAuthority Technologies, Inc.	PORTAUTHORITY TECHNOLOGIES	Registered 11/28/2006	3,178,443
PortAuthority Technologies, Inc.	PORTAUTHORITY TECHNOLOGIES	Registered 10/24/2006	3,164,038
PortAuthority Technologies, Inc.	KEEPING INFORMATION INSIDE	Registered 7/26/2005	2,978,915
PortAuthority Technologies, Inc.	VIDIUS	Registered 7/1/2003	2,731,101