

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	04/20/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Packeteer, Inc.		06/10/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Blue Coat Systems, Inc.
Street Address:	420 North Mary Avenue
City:	Sunnyvale
State/Country:	CALIFORNIA
Postal Code:	94085
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	2841821	PACKETSHAPER XPRESS
Registration Number:	2796243	PACKETSEEKER
Serial Number:	77406570	DELIVERING THE NETWORK THAT THINKS
Serial Number:	77481532	ISHAPER
Registration Number:	3400910	REPORTCENTER
Serial Number:	77276888	RAPTOR
Serial Number:	77276800	TALON
Serial Number:	77106133	INTELLIGENCECENTER
Registration Number:	2679565	APPCELERA
Registration Number:	2489413	POLICYCENTER
Registration Number:	2513298	APPVANTAGE
Registration Number:	2518030	PACKETWISE
Registration Number:	2197759	PACKETEER

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Registration Number:	2272649	PACKETSHAPER
Registration Number:	2272648	PACKETSHAPER
Registration Number:	2133249	PACKETEER
Registration Number:	3127863	T TACIT NETWORKS
Registration Number:	3149433	ISHARED
Registration Number:	3007862	TACIT NETWORKS

**CORRESPONDENCE DATA**

Fax Number: (650)833-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 650.833.2000  
Email: kevin.henry@dlapiper.com  
Correspondent Name: Allyn Taylor, Esq.  
Address Line 1: 2000 University Avenue  
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	355086-900800
NAME OF SUBMITTER:	Allyn Taylor, Esq.
Signature:	/Allyn Taylor/
Date:	06/11/2008

**Total Attachments: 3**  
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment is made and entered into as of June 10, 2008 (this "Trademark Assignment"), by and between Packeteer, Inc., a Delaware corporation ("Assignor"), and Blue Coat Systems, Inc., a Delaware corporation ("Assignee").

**RECITALS**

A. Assignor is the owner of the entire right, title and interest in and to all of the trademarks, service marks, trademark and service mark applications, domain names and trade names set forth on Schedule A attached hereto, together with all goodwill associated therewith.

B. Under the terms of an Agreement and Plan of Merger dated as of April 20, 2008, and the subsequent tender offer concluded as of June 6, 2008, by and between Assignor and Assignee, Assignor has agreed to, among other things, transfer to Assignee the trademarks, service marks, trademark and service mark applications, domain names and trade names set forth on Schedule A, together with the goodwill associated therewith.

**ASSIGNMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the trademarks, service marks, trademark and service mark applications, domain names and trade names set forth on Schedule A, together with the goodwill associated therewith, and any and all accounts, contract rights, warranties, litigation claims and rights, including the right to sue for and collect upon all claims for profits and damages as a result of past infringement, if any, and other general intangibles of Assignor related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), and all payments and other distributions with respect thereto (collectively, the "Trademarks").

Assignor further agrees that it shall on the date hereof and from time to time thereafter, at the request and expense of Assignee, perform or cause to be performed such acts and execute, acknowledge and deliver at the request of Assignee, such documents as may reasonably be required to evidence or effectuate the sale, conveyance, assignment, transfer and delivery to Assignee of the Trademarks or for the performance by Assignor of any of its obligations hereunder. Upon written request by Assignee, Assignor hereby further agrees that Assignor will sign all lawful papers, execute such documents, make all lawful oaths and otherwise provide reasonable assistance to aid Assignee and its successors, assigns and nominees to enforce the Trademarks in all countries.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

Packeteer, Inc.

Blue Coat Systems, Inc.

By: [Signature]  
Name: Nancy S. SVSA  
Title: VP, Finance

By: [Signature]  
Name: Cameron Laughlin  
Title: VP, Associate General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

## SCHEDULE A

MARK	SERIAL NUMBER	REGISTRATION NUMBER
PACKETSHAPER XPRESS		2841821
PACKETSEEKER		2796243
DELIVERING THE NETWORK THAT THINKS	77406570	
ISHAPER	77481532	
REPORTCENTER		3400910
RAPTOR	77276888	
TALON	77276800	
INTELLIGENCECENTER	77106133	
APPCELERA		2679565
POLICYCENTER		2489413
APPVANTAGE		2513298
PACKETWISE		2518030
PACKETEER		2197759
PACKETSHAPER		2272649
PACKETSHAPER		2272648
PACKETEER		2133249
TACIT NETWORKS & Design		3127863
ISHARED		3149433
TACIT NETWORKS		3007862