

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co. Incorporated, in its capacity as resigning Senior Collateral Agent		06/10/2008	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., in its capacity as successor Senior Collateral Agent
<b>Street Address:</b>	1455 Market Street, 5th Floor
<b>Internal Address:</b>	Mail Code: CA5-701-05-19
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 12**

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

OP \$315.00 2122340

CORRESPONDENCE DATA

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9192868041  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-004120 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	07/02/2008

Total Attachments: 7  
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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") dated as of June 10, 2008 is by and among WEBSense, INC., a Delaware corporation (the "Borrower"), the Guarantors identified on the signature pages hereto, MORGAN STANLEY & CO. INCORPORATED, in its capacity as resigning Senior Collateral Agent (in such capacity, the "Resigning Senior Collateral Agent"), and BANK OF AMERICA, N.A., in its capacity as successor Senior Collateral Agent (in such capacity, the "Successor Senior Collateral Agent").

### RECITALS:

1. Reference is made to the Senior Credit Agreement (as amended, modified and supplemented from time to time, the "Senior Credit Agreement") dated as of October 11, 2007 among Websense, Inc., a Delaware corporation (the "Borrower"), the Guarantors identified therein, the Lenders identified therein, Morgan Stanley Senior Funding, Inc., as Senior Administrative Agent, and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent.

2. In connection with the resignation of Morgan Stanley & Co. Incorporated as Senior Collateral Agent and the appointment of Bank of America, N.A. as successor Senior Collateral Agent, the Resigning Senior Collateral Agent desires to assign all of its right, title and interest in and to the Collateral and the Security Documents to the Successor Senior Collateral Agent.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Assignment. The Resigning Senior Collateral Agent transfers, assigns, grants and conveys to the Successor Senior Collateral Agent all of the Resigning Senior Collateral Agent's right, title and interest in and to the Collateral and the Security Documents, including, without limitation, all liens and security interests arising under the Security Documents and all financing statements and other filings and registrations relating to the Security Documents.

3. Cooperation. The Loan Parties, the Resigning Senior Collateral Agent and the Successor Senior Collateral Agent shall cooperate with each other to effect the transition of the Senior Collateral Agent function from the Resigning Senior Collateral Agent to the Successor Senior Collateral Agent. Without limitation of the foregoing, (a) the Resigning Senior Collateral Agent shall deliver to the Successor Senior Collateral Agent, on or promptly following the date hereof, each of the documents, instruments and agreements identified on Schedule 1 hereto, (b) the Loan Parties and the Resigning Senior Collateral Agent authorize the Successor Senior Collateral Agent to prepare and record UCC-3 amendments to the financing statements relating to the Security Documents amending the name of the secured party to Bank of America, N.A., as Senior Collateral Agent, (c) with respect to each deposit account, commodity account, securities account and securities entitlement that is subject to a control agreement among the Loan Party that owns such account or entitlement, the depository institution and securities intermediary that maintains such account or entitlement (the "Applicable Intermediary") and the Resigning Senior Collateral Agent (each an "Existing Control Agreement"), the Loan Parties shall cause the Applicable Intermediary to consent to the assignment of the Existing Control Agreement from the Resigning Senior Collateral Agent to the Successor Senior Collateral Agent or to enter into a control agreement with the Successor Senior Collateral Agent in substantially the form of the applicable Existing Control Agreement (with such changes as the Successor Senior Collateral Agent approves in its

reasonable discretion), in each case unless such assignment does not require the consent of the Applicable Intermediary, (d) the Loan Parties shall designate the Successor Senior Collateral Agent as loss payee and/or additional insured on all insurance to the extent the Senior Collateral Agent is required to be so designated pursuant to Section 5.3 of the Senior Guarantee and Collateral Agreement, (e) the Loan Parties and the Resigning Senior Collateral Agent authorize the Successor Collateral Agent to file amendments (including the filing of this Agreement) to the Senior Trademark Security Agreement, the Senior Copyright Security Agreement and the Senior Patent Security Agreement with appropriate government authorities amending the name of the secured party to Bank of America, N.A., as Senior Collateral Agent and (f) the Loan Parties and the Resigning Collateral Agent shall execute and delivery such assignments, amendments and notices as are required or advisable in connection with the Foreign Pledge Agreements.

4. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. No Novation. The parties hereto agree that this Agreement shall constitute an amendment to any of the Security Documents and shall not constitute a novation in any manner whatsoever. Upon assignment, the Successor Senior Collateral Agent shall replace the Resigning Senior Collateral Agent as Senior Collateral Agent under the Security Documents and thereafter the Successor Senior Collateral Agent shall hold all liens identified in the Security Documents.

6. Expenses. The Loan Parties agree to reimburse the Resigning Senior Collateral Agent and the Successor Senior Collateral Agent for all reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred in connection with this Agreement.

7. Counterparts; Facsimile Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Assignment Agreement on the date first above written.

MORGAN STANLEY & CO. INCORPORATED, as resigning Senior Collateral Agent

By: \_\_\_\_\_ 

Name: **Stephen B. King**  
Title: **Executive Director**

**Morgan Stanley & Co., Inc.**  
BANK OF AMERICA, N.A., as successor Senior Collateral Agent

By: \_\_\_\_\_

Name:  
Title:

WEBSense, INC., a Delaware corporation  
PORTAUTHORITY TECHNOLOGIES, INC., a Delaware corporation  
SURFCONTROL, INC., a California corporation

By: \_\_\_\_\_

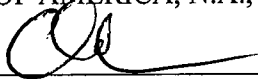
Name:  
Title:

IN WITNESS WHEREOF, the following have executed this Assignment Agreement on the date first above written.

MORGAN STANLEY & CO. INCORPORATED, as resigning Senior Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as successor Senior Collateral Agent

By:  \_\_\_\_\_  
Name: Charles Graber  
Title: Vice President

WEBSense, INC., a Delaware corporation  
PORTAUTHORITY TECHNOLOGIES, INC., a Delaware corporation  
SURFCONTROL, INC., a California corporation

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the following have executed this Assignment Agreement on the date first above written.


MORGAN STANLEY & CO. INCORPORATED, as resigning Senior Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as successor Senior Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

WEBSense, INC., a Delaware corporation  
PORTAUTHORITY TECHNOLOGIES, INC., a Delaware corporation  
SURFCONTROL, INC., a California corporation

By:   
Name: Dudley Mendenhall  
Title: Sr. Vice President, Chief Financial Officer

Schedule 1

POSSESSORY COLLATERAL TO BE DELIVERED

**Stock Certificates and related Stock Powers**

<b><u>Pledgor</u></b>	<b><u>Issuer</u></b>	<b><u>Stock Certificate</u></b>	<b><u>No. of Shares</u></b>
Websense, Inc.	PortAuthority Technologies, Inc.	C-2	100
Websense, Inc.	Websense Canada, Inc.	C-2	65
Websense, Inc.	Websense Mauritius	005	390,000
Websense, Inc.	Websense SC Holdings Limited	5	65
Websense, Inc.	Websense International Limited	1	650
PortAuthority Technologies Inc.	Security Software Websense Israel Ltd.	2	650

**Pledged Notes and related Endorsements**

<b><u>Pledgor</u></b>	<b><u>Maker</u></b>	<b><u>Principal Amount</u></b>	<b><u>Issue Date</u></b>
Websense, Inc.	Websense SC Holdings Limited	\$120,000,000	10/8/2007
Websense, Inc.	Websense SC Holdings Limited	\$ 25,000,000	10/8/2007
Websense, Inc.	Websense International Limited	\$ 13,000,000	10/8/2007
SurfControl, Inc.	SurfControl Plc	\$ 35,000,000	6/20/2006

**Original Collateral Agreements**

1. Senior Guarantee and Collateral Agreement dated October 11, 2007 among Websense, Inc. and certain of its Subsidiaries, Morgan Stanley & Co. Incorporated, as Senior Collateral Agent and Morgan Stanley Senior Funding, Inc., as Senior Administrative Agent.
2. Charge Over Shares dated October 11, 2007 among Websense, Inc., as Chargor and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent
3. Security Trust Deed dated October 11, 2007 among Morgan Stanley & Co. Incorporated, as Senior Collateral Agent, Morgan Stanley Senior Funding, Inc., as Senior Administrative Agent and Websense, Inc.
4. Charge Over Shares in respect of the shares of Websense International Limited dated October 11, 2007 among Websense, Inc., as Chargor and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent



**Schedule 1**

**Websense, Inc.  
(Delaware Corporation)  
and  
PortAuthority Technologies, Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
WEBSense	2122340	12/16/97
WEBSense	2189713	09/15/98
WEBSense ENTERPRISE	2446137	04/24/01
PORTAUTHORITY	2772306	10/07/03
PORTAUTHORITY TECHNOLOGIES	3164039	10/24/06
PORTAUTHORITY TECHNOLOGIES	3178443	11/28/06
PORTAUTHORITY TECHNOLOGIES	3164038	10/24/06
KEEPING INFORMATION INSIDE	2978915	07/26/05
VIDIUS	2731101	07/01/03

**Pending Applications**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
LEAKSEEKER	77038988	11/07/06
SEEKER	77038993	11/07/06
THREATSEEKER	77032425	10/30/06