

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
St. Bernard Software, Inc.		07/21/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth II, L.P.		
Street Address:	180 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78298124	EPRISM	
Serial Number:	75823687	IPRISM	
Serial Number:	78613844	ST. BERNARD	
Serial Number:	77084182	LIVEPRISM	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415-381-3283		
Email:	bg2@greenspan.org		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG2-ST. BERNARD		
NAME OF SUBMITTER:	Benjamin Greenspan		

OP \$115.00 78298124

Signature:

/bg/

Date:

07/23/2008

Total Attachments: 3

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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of July 21, 2008, is between St. Bernard Software, Inc., a Delaware corporation with its principal place of business at 15015 Avenue of Science, San Diego, CA 92128 ("Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement dated July 21, 2008, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated July 21, 2008, by and among Assignor and Assignee;


NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

St. Bernard Software, Inc.

By _____


Chief Executive Officer

By _____


Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By _____

Name: _____

Title: **Manager, Partners for Growth II, LLC
Its General Partner**

EXHIBIT 1
St. Bernard Software, Inc.

Trademark Schedule

Serial Number - Registration Number	Mark
78298124	EPRISM
75823687	IPRISM
78/613,844	ST. BERNARD
77/084,182	LIVEPRISM

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Assignor:

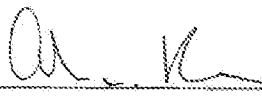
St. Bernard Software, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By  _____

Name: Andrew W. Kahn

Title: Manager, Partners for Growth II, LLC
Its General Partner