

**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
Watchguard Technologies, Inc.		07/30/2009	CORPORATION: WASHINGTON
Gladiator Corporation		07/30/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Chartered Bank: CALIFORNIA

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2973784	AUDITSCAN
Registration Number:	2511322	FIREBOX
Registration Number:	1404502	FIREBOX
Registration Number:	3066639	FIREWARE
Registration Number:	2538538	LIVESECURITY
Registration Number:	2194957	WATCHGUARD
Registration Number:	2279763	WATCHGUARD
Registration Number:	2670104	W G
Registration Number:	2684553	W G
Registration Number:	2019834	BORDERWARE
Registration Number:	3272132	BORDERWARE
Registration Number:	3272124	BORDERWARE INFINITY
Registration Number:	3235778	MXTREME

CH \$615.00 2973784

Registration Number:	3362392	SIPASSURE
Serial Number:	77243634	
Serial Number:	77243639	
Serial Number:	77199299	WATCHGUARD
Serial Number:	77199305	WATCHGUARD
Serial Number:	75623911	BORDERPATROL
Serial Number:	75849944	BORDERPOST
Serial Number:	77521794	BORDERWARE REPUTATIONAUTHORITY
Serial Number:	77521757	BORDERWARE SECURITY PLATFORM
Serial Number:	78858764	INTERCEPT
Serial Number:	78691766	MXTREME INFINITY

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 703-415-1555  
Email: mail@specializedpatent.com  
Correspondent Name: Christopher E. Kondracki  
Address Line 1: 1501 Wilson Boulevard  
Address Line 2: Suite 510  
Address Line 4: Arlington, VIRGINIA 22209

ATTORNEY DOCKET NUMBER:	9070810
NAME OF SUBMITTER:	Chrisotpher E. Kondracki
Signature:	/Chrisotpher E. Kondracki/
Date:	08/13/2009

Total Attachments: 21  
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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "IP Agreement") is made as of July 30, 2009, by and between WATCHGUARD TECHNOLOGIES, INC., a Washington corporation with its principal place of business at 505 5<sup>th</sup> Avenue South, Suite 500, Seattle, Washington 98104 ("WatchGuard"), GLADIATOR CORPORATION, a Delaware corporation with its principal place of business at 505 5<sup>th</sup> Avenue South, Suite 500, Seattle, Washington 98104 ("Holdings" and WatchGuard hereinafter, jointly and severally, individually and collectively, "Grantor"), and SILICON VALLEY BANK, a California-chartered bank with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Lender"). This IP Agreement amends and restates a certain Intellectual Property Security Agreement executed by Grantor in favor of Bank dated February 10, 2009 in its entirety.

### RECITALS

A. Lender has agreed to make advances of money and to extend certain financial accommodations to Grantor (collectively, the "Loan"), pursuant to a certain Loan and Security Agreement dated as of February 10, 2009 between Grantor and Lender, as amended from time to time (as amended, the "Loan Agreement"). The Loan is secured pursuant to the terms of the Loan Agreement. Lender is willing to enter into certain financial accommodations with Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents, and Mask Works, and other assets, to secure the Obligations under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right title and interest, whether presently existing or hereafter acquired in, to and under all of the Collateral (as defined therein).

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's Indebtedness (as defined below), Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Lender, including, without limitation, all Obligations (hereinafter, the "Indebtedness"), Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under its registered and unregistered intellectual property collateral (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **EXHIBIT B** attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **EXHIBIT C** attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on **EXHIBIT D** attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the "Licenses"); and

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement, and any amendments thereto, or copies thereof.

3. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of all owned Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor to third parties in the ordinary course of business.

(b) Performance of this IP Agreement does not conflict with or result in a breach of any material agreement to which Grantor is bound.

(c) During the term of this IP Agreement, Grantor will not transfer or otherwise encumber any interest in the Intellectual Property Collateral, except for non-exclusive licenses granted by Grantor in the ordinary course of business or Permitted Liens or as set forth in this IP Agreement or the Loan Agreement;

(d) To its knowledge, each of the federally registered Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party, except in any such case that could not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Grantor's business;

(e) Grantor shall promptly advise Lender of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent, Copyright, or Mask Work specified in this IP Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, and Mask Works, material to its Business (ii) use its commercially reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, and Mask Works and promptly advise Lender in writing of its knowledge of material infringements detected and (iii) not allow any Trademarks, Patents, Copyrights, or Mask Works (except for Trademarks, Patents, Copyrights, or Mask Works that in Grantor's reasonable business judgment are no longer useful in Grantor's business) to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, unless Grantor determines that reasonable business practices suggest that abandonment or forfeiture is appropriate;

(g) Grantor shall take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after acquired Intellectual Property Collateral this IP Agreement will create, at the time Grantor first has rights in such after acquired Intellectual Property Collateral, in favor of Lender a valid and perfected first priority security interest and collateral assignment (subject to Permitted Liens) in the Intellectual Property Collateral in the United States upon making the filings described in clause (i) below, securing the payment and performance of the obligations evidenced by the Loan Agreement;

(i) To its knowledge, except for, and upon, the filing of UCC financing statements, or other notice filings or notations in appropriate filing offices, if necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any U.S. governmental authority or U.S. regulatory body is required either (a) for the grant by Grantor of the security interest granted hereby, or for the execution, delivery or performance of this IP Agreement by Grantor in the United States or (b) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Grantor with respect to the Intellectual Property Collateral is accurate and complete in all material respects.

(k) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Lender's prior written consent. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interest in any property included within the definition of the Intellectual Property Collateral acquired under such contracts.

(l) Upon any executive officer of Grantor obtaining actual knowledge thereof, Grantor will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Grantor to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral which could reasonably be expected to have, individually or in the aggregate, a material adverse effect on Grantor's business.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this IP Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Inspection Rights. Grantor hereby grants to Lender and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable written notice to Grantor, any of Grantor's plants and facilities that manufacture, install or store products that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto upon reasonable written notice to

Grantor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Lender access to Grantor's trade secrets and other proprietary information.

6. Further Assurances: Attorney in Fact.

(a) On a continuing basis, Grantor will, upon request by Lender, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Copyrights, Patents, Trademarks, and Mask Works and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral in the United States.

(b) In addition to Section 6(a) above, Grantor shall not register any Copyrights or Mask Works in the United States Copyright Office unless it: (i) has given at least ten (10) days' prior written notice to Lender of its intent to register such Copyrights or Mask Works and has provided Lender with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (ii) executes a security agreement or such other documents as Lender may reasonably request in order to maintain the perfection and priority of Lender's security interest in the Copyrights proposed to be registered with the United States Copyright Office; and (iii) records such security documents with the United States Copyright Office contemporaneously with filing the Copyright application(s) with the United States Copyright Office. Grantor shall promptly provide to Lender a copy of the Copyright application(s) filed with the United States Copyright Office, together with evidence of the recording of the security documents necessary for Lender to maintain the perfection and priority of its security interest in such Copyrights or Mask Works. Grantor shall provide written notice to Lender of any application filed by Grantor in the United States Patent Trademark Office for a patent or to register a trademark or service mark within 30 days of any such filing.

(c) Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Lender or otherwise, from time to time in Lender's discretion, upon Grantor's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) To modify, in its sole discretion, this IP Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks or Mask Works acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, or Mask Works in which Grantor no longer has or claims any right, title or interest; and

(ii) To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, or other notice filings or notations in appropriate filing offices, relative to any of the Intellectual Property Collateral, without notice to Grantor, with all appropriate jurisdictions, as Lender deems appropriate, in order to further perfect or protect Lender's interest in the Intellectual Property Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this IP Agreement:

(a) An Event of Default occurs under the Loan Agreement; or any document from Grantor to Lender; or

(b) Grantor breaches any warranty in any material respect or agreement made by Grantor in this IP Agreement, and, as to a breach of a covenant in this IP Agreement which is capable of cure, Grantor fails to cure such breach within five (5) days of the occurrence of such breach.

8. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the New York Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Lender shall have a nonexclusive, royalty free license to use the Copyrights, Patents, Trademarks, and Mask Works to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Grantor will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

9. Indemnity. Grantor agrees to defend, indemnify and hold harmless Lender and its officers, employees, and agents against: (a) all obligations, demands, claims, losses and liabilities (collectively, "Claims") claimed or asserted by any other party in connection with the transactions contemplated by this IP Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Grantor, whether under this IP Agreement or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for Claims and/or losses arising from or out of Lender's gross negligence or willful misconduct, as finally determined by a non-appealable court of competent jurisdiction. The provisions of this Section 9 shall survive the termination of this Agreement.

10. Termination. At such time as Grantor shall completely satisfy all of the obligations secured hereunder, Lender shall execute and deliver to Grantor all releases, terminations, and other instruments as may be necessary or proper to release the security interest hereunder.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

14. Law and Jurisdiction. This IP Agreement shall be governed by and construed in accordance with the laws of the State of New York. GRANTOR ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW YORK IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON LENDER CANNOT AVAIL ITSELF OF THE COURTS OF THE STATE OF NEW YORK, GRANTOR ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA. NOTWITHSTANDING THE FOREGOING, THE LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDER'S RIGHTS AGAINST THE GRANTOR OR ITS PROPERTY.

GRANTOR AND LENDER EACH HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT



CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY RECOGNIZES AND AGREES THAT THE FOREGOING WAIVER CONSTITUTES A MATERIAL INDUCEMENT FOR IT TO ENTER INTO THIS AGREEMENT. EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

15. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates; (ii) to prospective transferees or purchasers of any interest in the Loans; (iii) as required by law, regulation, subpoena, or other order, (iv) to Lender's regulators or as otherwise required in connection with Lender's examination or audit; (v) as Lender considers appropriate in exercising remedies under this Agreement; and (vi) to third-party service providers of Lender so long as such service providers have executed a confidentiality agreement with Lender with terms no less restrictive than those contained herein. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information. Lender may use confidential information for any purpose, including, without limitation, for the development of client databases, reporting purposes, and market analysis, so long as Lender does not disclose Grantor's identity or the identity of any person associated with Lender unless otherwise expressly permitted by this Agreement. The provisions of the immediately preceding sentence shall survive the termination of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this IP Agreement to be executed as of the day and year first written above.

**Grantor:**

**WATCHGUARD TECHNOLOGIES, INC.**

By John Sully  
Name: JOHN SULLY  
Title: CONTROLLER / SECRETARY

Address: 505 5<sup>th</sup> Avenue South, Suite 500  
Seattle, Washington 98104

**GLADIATOR CORPORATION**

By Joe Wang  
Name: JOE WANG  
Title: CEO

Address: 505 5<sup>th</sup> Avenue South, Suite 500  
Seattle, Washington 98104

**Lender:**

**SILICON VALLEY BANK**

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

Address: 380 Interlocken Crescent, Suite 600  
Broomfield, Colorado, 80021  
Attn: Spencer Morbeck

IN WITNESS WHEREOF, the parties hereto have caused this IP Agreement to be executed as of the day and year first written above.

**Grantor:**

**WATCHGUARD TECHNOLOGIES, INC.**

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

Address: 505 5<sup>th</sup> Avenue South, Suite 500  
Seattle, Washington 98104

**GLADIATOR CORPORATION**

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

Address: 505 5<sup>th</sup> Avenue South, Suite 500  
Seattle, Washington 98104

**Lender:**

**SILICON VALLEY BANK**

By \_\_\_\_\_  
Name: Spencer Morbeck  
Title: Relationship Manager

Address: 380 Interlocken Crescent, Suite 600  
Broomfield, Colorado, 80021  
Attn: Spencer Morbeck

Exhibit "A" attached to that certain Amended and Restated Intellectual Property Security Agreement dated July 30, 2009

EXHIBIT "A"

COPYRIGHTS

SCHEDULE A - ISSUED COPYRIGHTS

<u>COPYRIGHT DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>DATE OF ISSUANCE</u>
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None

SCHEDULE B - PENDING COPYRIGHT APPLICATIONS

<u>FIRST DATE COPYRIGHT DESCRIPTION</u>	<u>APPLICATION NUMBER</u>	<u>DATE OF FILING</u>	<u>DATE OF CREATION</u>	<u>OF PUBLIC DISTRIBUTION</u>
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None

SCHEDULE C - UNREGISTERED COPYRIGHTS (Where No Copyright Application is Pending)

<u>COPYRIGHT DESCRIPTION</u>	<u>DATE OF CREATION</u>	<u>FIRST DATE OF DISTRIBUTION</u>	<u>DATE AND RECORDATION NUMBER OF IP AGREEMENT WITH OWNER OR ORIGINAL GRANTOR IF AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>	<u>ORIGINAL AUTHOR OR OWNER OF COPYRIGHT IS DIFFERENT FROM GRANTOR</u>
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None

**Exhibit "B" attached to that certain Amended and Restated Intellectual Property Security Agreement  
dated July 30, 2009**

EXHIBIT "B"

PATENTS

OWNER: WATCHGUARD TECHNOLOGIES, INC.<sup>1</sup>

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001EP	Europe	00987979.2	11/3/00	Converted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001FR	France	00987979.2	11/3/00	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001DE	Germany	00987979.2	11/3/00	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001IT	Italy	00987979.2	11/3/00	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001NE	Netherlands	00987979.2	11/3/00	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001WO	PCT	US00/30296	11/3/00	Converted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001SE	Sweden	00987979.2	11/3/00	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001GB	United Kingdom	00987979.2	11/3/00	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001US	United States	09/457,442	12/7/99	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001US1	United States	10/644,888	8/20/03	Granted
AUTOMATICALLY IDENTIFYING SUBNETWORKS IN A NETWORK	248588001US2	United States	11/516,026	9/5/06	Abandoned
MANAGING MULTIPLE NETWORK SECURITY DEVICES FROM A MANAGER DEVICE	248588002EP	Europe	00923320.6	4/13/00	Abandoned
MANAGING MULTIPLE NETWORK SECURITY DEVICES FROM A MANAGER DEVICE	248588002JP	Japan	2000-617601	4/13/00	Abandoned
MANAGING MULTIPLE NETWORK SECURITY DEVICES FROM A MANAGER DEVICE	248588002WO	PCT	US00/09942	4/13/00	Converted
MANAGING MULTIPLE NETWORK SECURITY DEVICES FROM A MANAGER DEVICE	248588002US	United States	09/307,332	5/6/99	Granted
MANAGING MULTIPLE NETWORK SECURITY DEVICES FROM A MANAGER DEVICE	248588002US1	United States	10/712,313	11/12/03	Abandoned
DEVICE AND METHOD FOR DISPLAYING NETWORK SECURITY	248588003WO	PCT	US00/09984	4/13/00	Abandoned

<sup>1</sup> WatchGuard Technologies, Inc. is acquiring certain of the listed patents on or around July 30, 2009 pursuant to the terms of an Agreement of Purchase and Sale (the "Purchase Agreement") between WatchGuard Technologies Canada Inc., its wholly-owned subsidiary, and RSM Richter Inc., in its capacity as court-appointed interim receiver and manager of Borderware Technologies Inc. and not in its personal capacity.

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
INFORMATION					
DEVICE AND METHOD FOR DISPLAYING NETWORK SECURITY INFORMATION	248588003US	United States	09/307,256	5/6/99	Granted
DEVICE AND METHOD FOR DISPLAYING NETWORK SECURITY INFORMATION	248588003US1	United States	10/268,012	10/8/02	Abandoned
SECURE AND DIFFERENTIATED DELIVERY OF NETWORK SECURITY INFORMATION	248588004US	United States	09/347,387	7/6/99	Granted
SECURE AND DIFFERENTIATED DELIVERY OF NETWORK SECURITY INFORMATION	248588004US1	United States	10/876,257	6/23/04	Abandoned
NETWORK PACKET CLASSIFICATION	248588005US	United States	09/382,568	8/25/99	Granted
NETWORK PACKET CLASSIFICATION	248588005US1	United States	10/455,737	6/4/03	Abandoned
GENERALIZED NETWORK SECURITY POLICY TEMPLATES FOR IMPLEMENTING SIMILAR NETWORK SECURITY POLICIES ACROSS MULTIPLE NETWORKS	248588006WO	PCT	US00/09983	4/13/00	Abandoned
GENERALIZED NETWORK SECURITY POLICY TEMPLATES FOR IMPLEMENTING SIMILAR NETWORK SECURITY POLICIES ACROSS MULTIPLE NETWORKS	248588006US	United States	09/306,646	5/6/99	Granted
GENERALIZED NETWORK SECURITY POLICY TEMPLATES FOR IMPLEMENTING SIMILAR NETWORK SECURITY POLICIES ACROSS MULTIPLE NETWORKS	248588006US1	United States	10/819,718	4/7/04	Abandoned
GENERALIZED NETWORK SECURITY POLICY TEMPLATES FOR IMPLEMENTING SIMILAR NETWORK SECURITY POLICIES ACROSS MULTIPLE NETWORKS	248588006US2	United States	11/873,512	10/17/07	Pending
REMOTE MANAGEMENT OF PROPERTIES, SUCH AS PROPERTIES FOR ESTABLISHING A VIRTUAL PRIVATE NETWORK	248588007US	United States	09/800,754	3/6/01	Granted
CONTACTING A COMPUTING DEVICE OUTSIDE A LOCAL NETWORK	248588008WO	PCT	US02/06445	3/4/02	Abandoned
CONTACTING A COMPUTING DEVICE OUTSIDE A LOCAL NETWORK	248588008US	United States	09/800,755	3/6/01	Granted
CONTACTING A COMPUTING DEVICE OUTSIDE A LOCAL NETWORK	248588008US1	United States	10/760,758	1/20/04	Pending
SCALABLE TRANSPARENT PROXY	248588009US	United States	60/605,302	8/27/04	Expired
SCALABLE TRANSPARENT PROXY	248588009US1	United States	11/213,340	8/25/05	Pending
SCALABLE TRANSPARENT PROXY	248588009US2	United States	11/413,224	4/28/06	Abandoned

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
SCALABLE TRANSPARENT PROXY	248588009US3	United States	11/603,311	11/20/06	Abandoned
SCALABLE TRANSPARENT PROXY	248588009U4	United States	11/778,350	7/16/07	Pending
TUNNEL DESIGNATION SYSTEM FOR VIRTUAL PRIVATE NETWORKS	248588010US	United States	60/169,502	12/7/99	Expired
TUNNEL DESIGNATION SYSTEM FOR VIRTUAL PRIVATE NETWORKS	248588010US1	United States	09/732,543	12/7/00	Granted
TUNNEL DESIGNATION SYSTEM FOR VIRTUAL PRIVATE NETWORKS	248588010US2	United States	11/542,680	10/2/06	Pending
SOFTWARE PROGRAMMABLE CALENDAR QUEUE CACHE	248588011US	United States	60/112,745	12/17/98	Expired
SOFTWARE PROGRAMMABLE CALENDAR QUEUE CACHE	248588011US1	United States	09/464,886	12/16/99	Granted
PER-FLOW MAXIMUM TRANSMISSION UNIT	248588012US	United States	60/112,983	12/17/98	Expired
PER-FLOW MAXIMUM TRANSMISSION UNIT	248588012US1	United States	09/465,983	12/16/99	Abandoned
CALENDAR QUEUE CACHE	248588013US	United States	60/112,811	12/17/98	Expired
CALENDAR QUEUE CACHE	248588013US1	United States	09/465,981	12/16/99	Granted
METHOD FOR SYNCHRONIZATION OF POLICY CACHE WITH VARIOUS POLICY-BASED APPLICATIONS	248588014US	United States	60/112,976	12/17/98	Expired
METHOD FOR SYNCHRONIZATION OF POLICY CACHE WITH VARIOUS POLICY-BASED APPLICATIONS	248588014US1	United States	09/465,123	12/16/99	Granted
METHOD FOR SYNCHRONIZATION OF POLICY CACHE WITH VARIOUS POLICY-BASED APPLICATIONS	248588014US2	United States	10/360,671	2/7/03	Granted
METHOD FOR SYNCHRONIZATION OF POLICY CACHE WITH VARIOUS POLICY-BASED APPLICATIONS	248588014US3	United States	11/346,899	2/3/06	Granted
METHOD FOR SYNCHRONIZATION OF POLICY CACHE WITH VARIOUS POLICY-BASED APPLICATIONS	248588014US4	United States	12/145,751	6/25/08	Pending
POLICY ENGINE ARCHITECTURE	248588015US	United States	60/112,859	12/17/98	Expired
POLICY ENGINE ARCHITECTURE	248588015US1	United States	09/464,939	12/16/99	Granted
DENIAL-OF-SERVICE ATTACK BLOCKING WITH SELECTIVE PASSING AND FLEXIBLE MONITORING	248588016US	United States	09/525,097	3/14/00	Granted
METHOD TO UPDATE A POLICY CACHE WHEN THE POLICY CACHE EXPIRES IN THE NETWORKING ENVIRONMENT	248588017US	United States	60/112,857	12/17/98	Expired
METHOD TO UPDATE A POLICY CACHE WHEN THE POLICY CACHE EXPIRES IN THE NETWORKING ENVIRONMENT	248588017US1	United States	09/465,987	12/16/99	Abandoned
FAIRNESS OF BANDWIDTH ALLOCATION WITHIN A FLOW	248588018US	United States	60/112,978	12/17/98	Expired
FAIRNESS OF BANDWIDTH ALLOCATION WITHIN A FLOW	248588018US1	United States	09/464,941	12/16/99	Abandoned
NETWORK SECURITY DEVICE WITH VIRTUAL HUB	248588019WO	PCT	US07/72021	6/25/07	Abandoned

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
NETWORK SECURITY DEVICE WITH VIRTUAL HUB	248588019US	United States	60/816,215	6/23/06	Expired
NETWORK SECURITY DEVICE WITH VIRTUAL HUB	248588019US1	United States	11/767,958	6/25/07	Abandoned
CLUSTERED ARCHITECTURE FOR NETWORK SECURITY DEVICES	248588020US	United States	61/139,078	12/19/08	Pending
ADAPTIVE CONFIGURATION SYSTEM TO CONFORM WIRELESS NETWORKING EQUIPMENT TO REGIONAL GOVERNMENTAL REGULATIONS	248588021US	United States	61/147,542	1/27/09	Pending
PORTION OF A COMPUTER SCREEN OR DISPLAY PANEL WITH AN ICON IMAGE	248588501US	United States	29/105,276	5/6/99	Granted
PORTION OF A COMPUTER SCREEN OR DISPLAY PANEL WITH AN ICON IMAGE	248588501US1	United States	29/177,190	3/4/03	Abandoned
METHOD AND SYSTEM FOR DETECTING UNDESIRE D EMAIL CONTAINING IMAGE-BASED MESSAGES	BOR-007	United States	11/548,719	10/12/06	Pending
METHOD AND SYSTEM FOR DETECTING UNDESIRE D EMAIL CONTAINING IMAGE-BASED MESSAGES		PCT	PCT/CA2007/001815	10/11/07	
METHOD AND SYSTEM FOR DETECTING UNDESIRE D EMAIL CONTAINING IMAGE-BASED MESSAGES		Canada	2,626,068	10/11/07	
METHOD AND SYSTEM FOR DETECTING UNDESIRE D EMAIL CONTAINING IMAGE-BASED MESSAGES		Europe	07815966.2	10/11/07	
REPUTATION-BASED METHOD AND SYSTEM FOR DETERMINING A LIKELIHOOD THAT A MESSAGE IS UNDESIRE D	BOR-008	United States	11/554,746	10/31/06	Pending
REPUTATION-BASED METHOD AND SYSTEM FOR DETERMINING A LIKELIHOOD THAT A MESSAGE IS UNDESIRE D		PCT	PCT/CA2007/001909	10/25/07	
REPUTATION-BASED METHOD AND SYSTEM FOR DETERMINING A LIKELIHOOD THAT A MESSAGE IS UNDESIRE D		Canada	Not yet assigned	10/25/07	
REPUTATION-BASED METHOD AND		Europe	07816059.5	10/25/07	





PATENT DESCRIPTION	DOCKET NO.	COUNTRY	SERIAL NO.	FILING DATE	STATUS
SYSTEM FOR DETERMINING A LIKELIHOOD THAT A MESSAGE IS UNDESIRE					
METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING	BOR-001	United States	11/019,092	12/21/04	Pending
METHOD AND APPARATUS FOR CONTROLLING UNSOLICITED MESSAGING IN REAL TIME MESSAGING NETWORKS	BOR-002	United States	11/066,660	2/25/05	Pending
REPLICATING MESSAGE QUEUES BETWEEN CLUSTERED EMAIL GATEWAY SYSTEMS	BOR-003	United States	11/103,061	04/11/05	Pending
EMAIL SERVER SYSTEM AND METHOD	BOR-004	United States	11/295, 591	12/07/05	Pending
EMAIL SERVER SYSTEM AND METHOD		Canada	2,637,368	12/07/06	
EMAIL SERVER SYSTEM AND METHOD		Europe	06828152.6	12/07/06	
SYSTEM AND METHOD FOR PROVIDING SECURITY FOR SIP-BASED COMMUNICATIONS	BOR-005	United States	11/357,164	02/21/06	Pending
SYSTEM AND METHOD FOR PROVIDING SECURITY FOR SIP-BASED COMMUNICATIONS		Canada	2,537,069	02/21/06	
METHOD AND SYSTEM FOR RECOGNIZING DESIRED EMAIL	BOR-006	United States	11/370,932	03/09/06	Pending
METHOD AND SYSTEM FOR RECOGNIZING DESIRED EMAIL		Canada	2,644,237	02/19/07	
METHOD AND SYSTEM FOR RECOGNIZING DESIRED EMAIL		Europe	07701797.8	02/19/07	

**Exhibit "C" attached to that certain Amended and Restated Intellectual Property Security Agreement  
dated July 30, 2009**








EXHIBIT "C"

TRADEMARKS

OWNER: WATCHGUARD TECHNOLOGIES, INC.<sup>2</sup>

TRADEMARK/ SERVICE MARK	COUNTRY	SERIAL NO.	REGISTRATION NO.	STATUS
AUDITSCAN	Madrid Protocol: Australia, China, France, Italy, Japan, Spain	Z1230535	833 718	Registered (Granted in all listed countries)
AUDITSCAN	United States	78/302,298	2,973,784	Registered
FIREBOX	Canada	1133829	TMA 591403	Registered
FIREBOX	CTM (European Community)	2603892	2603892	Registered
FIREBOX	Japan	2002-19235	4647296	Registered
FIREBOX	Madrid Protocol: Designating China	Z1230270	825 323	Registered (Granted in China)
FIREBOX	United States	75/276,483	2,511,322	Registered
FIREBOX	United States	73/544,772	1,404,502	Registered
FIREWARE	United States	78/340,092	3,066,639	Registered
	Canada	1377224		Pending
	CTM (European Community)	6469787		Registered
	Indonesia	J00-2007- 040754		Pending

<sup>2</sup> WatchGuard Technologies, Inc. is acquiring certain of the listed trademarks on or around July 30, 2009 pursuant to the terms of the Purchase Agreement.

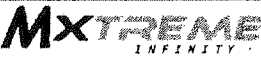

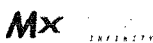
				
	Indonesia	D00-2007-040756		
	Madrid Protocol: Designating Australia, Japan, China, S. Korea, Norway, Singapore	A0010533	947 563	Registered (Granted in all countries)
	Mexico	899958	1081695	Registered
	Mexico	933728	1046724	Registered
	New Zealand	780504	780504	Registered
	United States	77/243,634		Pending
	United States	77/243,639		Pending

				
LIVESECURITY	Canada	1020939	TMA 569016	Registered
LIVESECURITY	CTM (European Community)	1228835	1227735	Registered
LIVESECURITY	Japan	2002-19236	4658618	Registered
LIVESECURITY	Mexico	382460	656333	Registered
LIVESECURITY	Mexico	382458	630394	Registered
LIVESECURITY	United States	75/758,631	2,538,538	Registered
LOCKSOLID	CTM	2145522	2145522	Registered
SERVERLOCK	Japan	2000-27614	4537449	Registered
SERVERLOCK	Norway	200104180	212029	Registered
SERVERLOCK	Singapore	T01/04513D	T01/04513D	Registered
WATCHGUARD	Australia	862228	862228	Registered
WATCHGUARD	Canada	853973	538902	Registered
WATCHGUARD	CTM (European Community)	644625	644625	Registered
WATCHGUARD	Indonesia	474099	474099	Registered
WATCHGUARD	Madrid Protocol: Designated Countries -- <i>China</i>	Z1230273	824 102	Registered (Still Pending in China) <sup>3</sup>
WATCHGUARD	Japan	148979/97	4277198	Registered
WATCHGUARD	Mexico	536690	761397	Registered
WATCHGUARD	Mexico	536691	761398	Registered
WATCHGUARD	New Zealand	281132	281132	Registered
WATCHGUARD	Norway	976598	189145	Registered
WATCHGUARD	Singapore	T97/10400E	T97/10400E	Registered
WATCHGUARD	Taiwan	97021579		Pending
WATCHGUARD	United States	75/267,730	2,194,957	Registered
WATCHGUARD	United States	75/266,844	2,279,763	Registered
	Canada	1377225		Pending
	CTM (European Community)	6469803	6469803	Registered
	Indonesia	J00-2007- 040429		Pending

<sup>3</sup> The WATCHGUARD Registration with WIPO (Madrid Protocol) only designated China. A provisional refusal was made, and an appeal was filed. Correspondence has been received from China counsel that the refusal has been overcome, but confirmation has not yet been received of the actual registration.

	Indonesia	D00-2007-040434		Pending
	Madrid Protocol: Designated Countries – Australia, China, Japan, S. Korea, Norway, Singapore	A0010465	956 942	Registered (Granted in all countries)
	Mexico	933727	1046723	Registered
	Mexico	899957	1081694	Registered
	New Zealand	78052	78052	Registered
	United States	77/199,299		Pending
	United States	77/199,305		Pending
	United States	TBA		Pending
WG Design Logo	United States	76/267,517	2,670,104	Registered
WG Design Logo	United States	76/267,518	2,684,553	Registered
BORDERGUARD	Canada	776899	460526	Registered
BORDERGUARD	United Kingdom	2030819		Expired
BORDERGUARD	Germany	395340209		Abandoned
BORDERPATROL	Canada	884,747		Abandoned
BORDERPATROL	USA	75/623,911		Abandoned
BORDERPOST	United States	75/849,944		Abandoned
BORDERWARE	Australia	1109425	1109425	Registered

BORDERWARE	Canada	776898	460525	Registered
BORDERWARE	Canada	1297534		Pending
BORDERWARE	CTM	5040084	5040084	Registered
BORDERWARE	Germany	396 20 543.7	396 20 543	Registered
BORDERWARE	Japan	H07-066493	3364867	Registered
BORDERWARE	Korea	96-11064	375446	Registered
BORDERWARE	Malaysia	95/12565	95012565	Registered
BORDERWARE	New Zealand	746657		Pending
BORDERWARE	Taiwan	095020051	1241199	Registered
BORDERWARE	Taiwan	095020052	1254957	Registered
BORDERWARE	Taiwan	095020054	1242499	Registered
BORDERWARE	Taiwan	095020056	1259622	Registered
BORDERWARE	Taiwan	84051021	739855	Registered / Renewed
BORDERWARE	United Kingdom	2029928	2029928	Registered
BORDERWARE	United States	74/642634	2019834	Registered
BORDERWARE	United States	78/860309	3272132	Registered
BORDERWARE	USA	75/623911		Abandoned
BORDERWARE FIREWALL SERVER	Canada	776900	460296	Registered
BORDERWARE INFINITY	Canada	1297153		Abandoned
BORDERWARE INFINITY	CTM	5043641	5043641	Registered
BORDERWARE INFINITY	United States	78/857735	3272124	Registered
BORDERWARE REPUTATIONAUTHORITY	Canada	1403590		Pending
BORDERWARE REPUTATIONAUTHORITY	United States	77/521794		Pending
BORDERWARE SECURITY PLATFORM	Canada	1403588		Pending
BORDERWARE SECURITY PLATFORM	United States	77/521757		Pending
FIREWALL-SERVER	Canada	776917	460297	Registered
INTERCEPT	Canada	1296737	689978	Registered
INTERCEPT	CTM	5033063	5033063	Registered

INTERCEPT	United States	78/858764		Abandoned
MXTREME	Australia	931450	931450	Registered
MXTREME	Canada	1152229	606552	Registered
MXTREME	China	3368180	3358180	Registered
MXTREME	CTM	2896405	2896405	Registered
MXTREME	Japan	2002-089729	4697633	Registered
MXTREME	New Zealand	682408	682408	Registered
MXTREME	United States	78/193414	3235778	Registered
	Canada	1265638		Abandoned
	CTM	4557369	4557369	Registered
	United States	78/691766		Abandoned
NAMEVAULT	Australia	995972	995972	Registered
NAMEVAULT	Canada	1208928	639387	Registered
NAMEVAULT	China	3992331	3992331	Registered
NAMEVAULT	Japan	2004-30349	4800123	Registered
NAMEVAULT	New Zealand	710510		Pending
SIPASSURE	Canada	1296738	689979	Registered
SIPASSURE	CTM	5033071	5033071	Registered
SIPASSURE	United States	78/858805	3362392	Registered
STEELGATE	Australia	1016327	1016327	Registered
STEELGATE	Canada	1224472	648641	Registered
STEELGATE	China	4239494	4239494	Registered
STEELGATE	CTM	3973989	3973989	Registered
STEELGATE	Japan	2004-75206	4848597	Registered
STEELGATE	New Zealand	717210	717210	Registered

**Exhibit "D" attached to that certain Amended and Restated Intellectual Property Security Agreement  
dated July 30, 2009**

**EXHIBIT "D"**

**MASK WORKS**

<u>MASK WORK</u>				
<u>DESCRIPTION</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>STATUS</u>

None