

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment Number Three to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WEBTRENDS INC.		10/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO FOOTHILL, INC.		
Street Address:	2450 Colorado Avenue, Suite 3000W		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78796319	MARKETINGLAB	
Serial Number:	78796308	WEBTRENDS MARKETING LAB	
Serial Number:	77036492	MARKETING WAREHOUSE	
CORRESPONDENCE DATA			
Fax Number:	(213)627-0705		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213.683.5698		
Email:	MinetteTayco@paulhastings.com		
Correspondent Name:	Minette M. Tayco		
Address Line 1:	515 S. Flower St., 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	WFF/WEBTRENDS(45035.00178		
NAME OF SUBMITTER:	Minette M. Tayco		
Signature:	/Minette M. Tayco/		

CH \$90.00 78796319

Date:

10/12/2009

Total Attachments: 5

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AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT**, dated as of October 11, 2009 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of April 29, 2005 (as amended, the "Trademark Security Agreement"), among Webtrends Inc., a Delaware corporation (the "Debtor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation, as the administrative agent for the Lender Group and the Bank Product Provider, as such terms are defined therein (in such capacity, together with its successors, if any, in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Debtor and Agent are parties to that certain Trademark Security Agreement;

WHEREAS, Debtor and Agent are parties to (i) that certain Amendment Number One to Trademark Security Agreement, which was received by the United States Patent and Trademark Office on July 5, 2007; and (ii) that certain Amendment Number Two to Trademark Security Agreement, which was received by the United States Patent and Trademark Office on August 6, 2009; and

WHEREAS, Debtor and Agent wish to amend the Trademark Security Agreement by adding certain Trademarks to the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Debtor and Agent hereby agree that the Trademark Collateral listed on Schedule I attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Agent continuing security interests in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. This Amendment shall be governed by, and construed and enforced in accordance with, the federal laws of the United States and the laws of the State of New York.

4. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

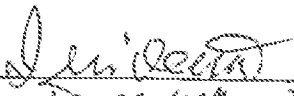
5. This Amendment is a Loan Document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

DEBTOR:

WEBTRENDS INC., a Delaware corporation

By: 
Name: James McDonald
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004077 FRAME: 0049

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO FOOTHILL, INC.,
a California corporation, as Agent

By: 
Name: Samantha Marks
Title: Vice President

[SIGNATURE PAGE TO AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004077 FRAME: 0050

SCHEDULE I

WEBTRENDS INC.

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MARKETINGLAB	78796319	January 20, 2006
WEBTRENDS MARKETING LAB	78796308	January 20, 2006
MARKETING WAREHOUSE	77036492	November 3, 2006