

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
Trustwave Holdings, Inc.		01/06/2010	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:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3511143		
Registration Number:	3659535	SMART TAG	
Serial Number:	77185575	BITARMOR	
Serial Number:	77185577	BITARMOR	
Serial Number:	77185576	BITARMOR SECURITY SUITE	
Serial Number:	77311688	DATACONTROL	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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		

CH \$165.00 3511143

ATTORNEY DOCKET NUMBER:	1001805
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	01/20/2010
Total Attachments: 10 source=Trustwave#page1.tif source=Trustwave#page2.tif source=Trustwave#page3.tif source=Trustwave#page4.tif source=Trustwave#page5.tif source=Trustwave#page6.tif source=Trustwave#page7.tif source=Trustwave#page8.tif source=Trustwave#page9.tif source=Trustwave#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Agreement") is made as of the 6th day of January, 2010, by and between **TRUSTWAVE HOLDINGS, INC.**, a Delaware corporation with its principal place of business at 70 West Madison Street, Suite 1050, Chicago, Illinois 60602 ("Grantor"), and **SILICON VALLEY BANK**, a California corporation, 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").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, TW Mirage Networks, Inc., Trustwave Intermediate, Inc., and TW Vericept Corporation dated August 19, 2009, as amended by that certain First Loan Modification Agreement dated October 19, 2009, and as further amended by that certain Consent and Second Loan Modification Agreement of even date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (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 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 secrets, 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 that 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 servicemark rights, 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;

(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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and

concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

TRUSTWAVE HOLDINGS, INC.

70 West Madison Street, Suite 1050
Chicago, Illinois 60602

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Ray White

Attn: _____

Title: Partnership Manager

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

70 West Madison Street, Suite 1050
Chicago, Illinois 60602

Attn: _____

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

GRANTOR:

TRUSTWAVE HOLDINGS, INC.

By: Paul J. McCull

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

No registered Copyrights

EXHIBIT B

Patents

Methods for Constructing Computationally Efficient Advanced Encryption Standard Implementations”	11/441,473	5/26/2006
Methods for Accelerating Security and Management Operations on Data Segments	11/441,613	5/26/2006
Methods and Systems for Efficient Forward-Secure Network Transmissions	11/626,364	11/23/2007
Methods for Cryptographic Delegation and Enforcement of Dynamic Access to Stored Data	11/668,462	1/29/2007
Methods for Detecting and Preventing Exploitation of Remnant Data in Memory	12/408,672	3/20/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BitArmor Logo "Miscellaneous Design"	3,511,143	10/07/08
BitArmor "Smart Tag"	3,659,535	7/21/09
BITARMOR	77/185,575	
BITARMOR	77/185,577	
BITARMOR SECURITY SUITE	77/185,576	
DataControl	77/311,688 (abandoned)	

Unregistered Trademarks

The old BitArmor logo
BitArmor
BitArmor Systems
Imperveon
Imperveon Data Security Platform
StorageArmor
White Knight
White Knight Data Security Platform
HyperCipher
e³ Technology
e³
BitTegrity
BitTegrity Data Security Platform
BitArmor Security Suite
BitArmor Stored Data Protection
BitArmor Link Data Protection
KeyShredder

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

1193583.2 56120.1122