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
Aventail LLC		07/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
SonicWALL, Inc.		07/23/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: SWITZERLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2362260	SONICWALL
Registration Number:	2750890	SONICWALL VIEWPOINT
Registration Number:	2773176	SONICWALL GMS
Registration Number:	3219615	SONICWALL
Registration Number:	2134340	AVENTAIL
Registration Number:	2521994	AVENTAIL
Registration Number:	2932929	AVENTAIL
Serial Number:	77447654	REASSEMBLY-FREE DEEP PACKET INSPECTION
Serial Number:	77120106	PROTECTION AT THE SPEED OF BUSINESS

CH $240.00 2362260

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:	212-735-3000
Email:	kellie.weilbrenner@skadden.com
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LL
Address Line 1:	Four Times Square
Address Line 2:	Attn: Matthew Fagin, Esq.
Address Line 4:	New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2312
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	08/02/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of July 23, 2010, by Aventail LLC, a Delaware limited liability company, and SonicWALL, Inc., a Delaware corporation (each herein referred to as a "Grantor" and, together, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch, located at Eleven Madison Avenue, New York, NY 10010, as collateral agent (in such capacity, including any successor thereto, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

W I T N E S S E T H:

WHEREAS, each Grantor owns the Trademark (as defined in the Guarantee and Collateral Agreement referenced below) registrations and applications listed as owned by such Grantor on Schedule 1 annexed hereto; and

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrower, Holdings, the Lenders (as each is defined in the Credit Agreement) and, in its capacity as administrative agent and collateral agent, the Collateral Agent, the Lenders and the Issuing Banks (as defined in the Credit Agreement) have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified therein; and

WHEREAS, the obligations of the Lenders and the Issuing Banks to extend credit to the Borrower are conditioned upon, among other things, the execution and delivery of that certain Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") among Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto (including each Grantor) and, in its capacity as collateral agent, the Collateral Agent;

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has pledged to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and granted to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in the Trademark Collateral (as defined below), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest, as security for the payment or performance, as the case may be of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor, as security for the payment or performance, as the case may be of the Obligations, hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, a security interest in all right, title or interest in or to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time may acquire any right, title or interest):

(a) all of the Trademarks owned by such Grantor, including, without limitation:

(i) each Trademark registration and application listed as owned by such Grantor on Schedule 1 annexed hereto;

(ii) all goodwill associated therewith or symbolized by such Trademarks, and

(iii) all proceeds of and products of such Trademarks, including any claim by such Grantor against third parties for past, present, future infringement or dilution of such Trademarks or injury to the goodwill associated with such Trademarks.

Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Trademark" shall not include any Trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor's "intent-to-use" such Trademark (unless and until a statement of use in connection therewith has been filed with the United States Patent and Trademark Office). Each Grantor acknowledges that, following the filing with the United States Patent and Trademark Office of a statement of use with respect to any intent-to-use Trademark, such Grantor's interest in any such intent-to-use Trademark application shall automatically be subject to the security interest in favor of the Collateral Agent granted hereunder.

The foregoing security interest is granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Agreement shall be construed in accordance with and governed by the laws of the state of New York, without regard to conflict of laws principles. Each party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America, sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court.

This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SONICWALL, INC.

By: _____

Name: Robert D. Selvi
Title: Vice President and
Chief Financial Officer

AVENTAIL LLC

By: _____

Name: Robert D. Selvi
Title: President and
Chief Executive Officer

Acknowledged and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: JOHN D. TORONTO
Title: DIRECTOR

By: _____
Name: VIPUL DHADDA
Title: ASSOCIATE

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations

Mark	Reg. Date	Reg. No.	Owner
SONICWALL	06/27/2000	2,362,260	SonicWALL, Inc.
SONICWALL VIEWPOINT	08/12/2003	2,750,890	SonicWALL, Inc.
SONICWALL GMS	10/14/2003	2,773,176	SonicWALL, Inc.
SONICWALL	03/20/2007	3,219,615	SonicWALL, Inc.
AVENTAIL	02/03/1998	2134340	Aventail LLC
AVENTAIL	12/25/2001	2521994	Aventail LLC
AVENTAIL	03/15/2005	2932929	Aventail LLC

United States Trademark Applications

Mark	Filing Date	Application No.	Owner
REASSEMBLY-FREE DEEP PACKET INSPECTION	04/14/2008	77/447,654	SonicWALL, Inc.
PROTECTION AT THE SPEED OF BUSINESS	03/01/2007	77/120,106	SonicWALL, Inc.