

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
Cenzic, Inc.		05/04/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Hummer Winblad Venture Partners V, L.P.
Street Address:	One Lombard Street
Internal Address:	Suite 300
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2914812	CENZIC
Registration Number:	3164086	CLICKTOSECURE
Registration Number:	3288898	HACKINAR
Registration Number:	2490499	HAILSTORM
Registration Number:	3755033	NO WEBSITE LEFT BEHIND
Registration Number:	3723814	SMARTATTACK

CORRESPONDENCE DATA

900191031

**TRADEMARK
 REEL: 004534 FRAME: 0272**

OP \$165.00 2914812

Fax Number: (408)351-0208
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (650) 307-4567
 Email: david@harrell-levine.com
 Correspondent Name: David K. Levine
 Address Line 1: 1175 Saratoga Avenue
 Address Line 2: Suite 11
 Address Line 4: San Jose, CALIFORNIA 95129

NAME OF SUBMITTER:	David K. Levine
Signature:	/David K. Levine/
Date:	05/04/2011

Total Attachments: 28
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CENZIC, INC.

SECURITY AGREEMENT

This Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Security Agreement**"), dated as of May 4, 2011, is executed by a duly authorized officer of CENZIC, INC., a Delaware corporation (together with its successors and assigns, the "**Company**"), in favor of the **Collateral Agent** (as herein defined) on behalf of the investor listed on the signature page hereof (the "**Investor**"). Capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Note (as defined below).

RECITALS

A. The Company has executed and delivered a secured convertible promissory note, dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, the "**Note**," and together with the Security Agreement and the Subordination Agreement, the "**Transaction Documents**") in an aggregate principal amount of \$1,000,000 in favor of the Investor.

B. In order to induce the Investor to extend the credit evidenced by the Note, the Company has agreed to enter into this Security Agreement and to grant the Collateral Agent, for the benefit of itself and the Investor, the security interest in the Collateral described below.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company hereby agrees with the Collateral Agent and the Investor as follows:

AGREEMENT

1. Definitions and Interpretation. When used in this Security Agreement, the following terms have the following respective meanings:

(a) "**Collateral**" has the meaning given to that term in Section 2 hereof.

(b) "**Obligations**" means all loans, advances, debts, liabilities and obligations, howsoever arising, owed by the Company to the Collateral Agent and the Investor of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Note and the other Transaction Documents, including, without limitation, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by the Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding.

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(c) **"Permitted Liens"** means (i) Liens for taxes not yet delinquent or Liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (ii) Liens in respect of property or assets imposed by law that were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business that are not delinquent or remain payable without penalty or that are being contested in good faith and by appropriate proceedings; (iii) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, performance and return of money bonds and other similar obligations, incurred in the ordinary course of business, whether pursuant to statutory requirements, common law or consensual arrangements; (iv) Liens in favor of the Collateral Agent; (v) purchase money Liens securing indebtedness in an amount not to exceed \$50,000 upon any equipment acquired or held by the Company or any of its subsidiaries to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such Lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (vi) Liens which constitute rights of setoff of a customary nature or banker's liens in the amount of no more than \$50,000, whether arising by law or by contract; (vii) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums; (viii) leases or subleases and non-exclusive licenses or sublicenses granted in the ordinary course of the Company's business, if the leases, subleases, licenses and sublicenses permit granting the Investor a security interest; and (ix) the SVB Lien.

(d) **"Subordination Agreement"** means the Subordination Agreement by and between the Company, the Investor and Silicon Valley Bank dated as of May 4, 2011, as the same may be amended from time to time according to its terms.

(e) **"UCC"** means the Uniform Commercial Code as in effect in the State of California from time to time.

(f) All capitalized terms not otherwise defined herein shall have the respective meanings given in the Note. Unless otherwise defined herein, all terms defined in the UCC have the respective meanings given to those terms in the UCC.

2. **Grant of Security Interest.** As security for the Obligations, the Company hereby pledges to the Collateral Agent and grants to the Collateral Agent a security interest in all right, title and interests of the Company in and to the property described in Attachment I hereto, whether now existing or hereafter from time to time acquired (collectively, the **"Collateral"**). Notwithstanding the foregoing, the security interest granted herein shall not extend to and the term "Collateral" shall not include, any equipment or other property financed by a third party; provided, that such third party's Liens are Liens of the type described in subsection (v) of the definition of Permitted Liens; and provided, further, that such equipment or other property shall be deemed "Collateral" hereunder if and immediately when such third party's Lien is released or otherwise terminated.

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3. General Representations and Warranties. The Company represents and warrants to the Collateral Agent and the Investor that (a) the Company is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time the Company acquires rights in the Collateral, will be the owner thereof) and that no other Person has (or, in the case of after-acquired Collateral, at the time the Company acquires rights therein, will have) any right, title, claim or interest (by way of Lien or otherwise) in, against or to the Collateral, other than Permitted Liens; (b) upon the filing of a financing statement on form UCC-1 or similar financing statements in the appropriate filing offices, which filings shall be made no later than the date hereof, the Collateral Agent has (or in the case of after-acquired Collateral, at the time the Company acquires rights therein, will have) a first priority perfected security interest in the Collateral to the extent that a security interest in the Collateral can be perfected by such filing, except for Permitted Liens; (c) all Inventory has been (or, in the case of hereafter produced Inventory, will be) produced in compliance with applicable laws, including the Fair Labor Standards Act; (d) all accounts receivable and payment intangibles are genuine and enforceable against the party obligated to pay the same; (e) the originals of all documents evidencing all accounts receivable and payment intangibles of the Company and the only original books of account and records of the Company relating thereto are, and will continue to be, kept at the address of the Company set forth in Section 8 of this Security Agreement.

4. Covenants Relating to Collateral.

(a) The Company hereby agrees (i) to perform all acts that may be necessary to maintain, preserve, protect and perfect the Collateral, the Lien granted to the Collateral Agent therein and the perfection and priority of such Lien, except for Permitted Liens; (ii) not to use or permit any Collateral to be used (A) in violation in any material respect of any applicable law, rule or regulation, or (B) in violation of any policy of insurance covering the Collateral; (iii) to pay promptly when due all taxes and other governmental charges, all Liens and all other charges now or hereafter imposed upon or affecting any Collateral; (iv) without 30 days' written notice to the Collateral Agent, (A) not to change the Company's name or place of business (or, if the Company has more than one place of business, its chief executive office), or the office in which the Company's records relating to accounts receivable and payment intangibles are kept and (B) not to change the Company's state of incorporation, and (v) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings reasonably deemed necessary or appropriate by the Collateral Agent to perfect, maintain and protect its Lien hereunder and the priority thereof and to deliver promptly upon the request of the Collateral Agent all originals of Collateral consisting of instruments. The Company further agrees not to sell, transfer, assign or otherwise convey any Collateral with a value or a sale price in excess of \$10,000 in the aggregate after the date of this Security Agreement without the prior written consent of the Collateral Agent, other than licensing of the Company's software in the ordinary course of business.

(b) With regard to its intellectual property, the Company shall: (i) protect, defend and maintain the validity and enforceability of its intellectual property; (ii) promptly advise the Collateral Agent in writing of material infringements of its intellectual property; and (iii) not allow any intellectual property material to the Company's business to be abandoned,

forfeited or dedicated to the public without the Collateral Agent's written consent. If the Company (A) obtains any patent, registered trademark or servicemark, registered copyright, registered mask work, or any pending application for any of the foregoing, whether as owner, licensee or otherwise, or (B) applies for any patent or the registration of any trademark or servicemark, then the Company shall immediately provide written notice thereof to the Collateral Agent and shall execute such intellectual property security agreements and other documents and take such other actions as the Collateral Agent shall request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of the Investor in such property. If the Company decides to register any copyrights or mask works in the United States Copyright Office, the Company shall: (x) provide the Collateral Agent with at least 15 days prior written notice of the Company's intent to register such copyrights or mask works together with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (y) execute an intellectual property security agreement and such other documents and take such other actions as the Collateral Agent may request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of the Investor in the copyrights or mask works intended to be registered with the United States Copyright Office; and (z) record such intellectual property security agreement with the United States Copyright Office contemporaneously with filing the copyright or mask work application(s) with the United States Copyright Office. The Company shall promptly provide to the Collateral Agent copies of all applications that it files for patents or for the registration of trademarks, servicemarks, copyrights or mask works, together with evidence of the recording of the intellectual property security agreement(s) necessary for the Investor to perfect and maintain a first priority perfected security interest in such property. A complete list of all of the Company's registered and, as applicable, pending, intellectual property is attached hereto as Exhibit A, Exhibit B, Exhibit C and Exhibit D (as described in more detail in Attachment 1).

5. Authorized Action by the Collateral Agent. The Company hereby irrevocably appoints the Collateral Agent as its attorney-in-fact (which appointment is coupled with an interest) and agrees that the Collateral Agent may perform (but the Collateral Agent shall not be obligated to and shall incur no liability to the Company or the Investor or any third party for failure so to do) any act that the Company is obligated by this Security Agreement to perform, and to exercise such rights and powers as the Company might exercise with respect to the Collateral, including the right to (a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral; (b) enter into any extension, reorganization, deposit, merger, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral; (c) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral; (d) insure, process and preserve the Collateral; (e) pay any indebtedness of the Company relating to the Collateral; and (f) file UCC financing statements and assignments related to the Company's intellectual property, and execute other documents, instruments and agreements required hereunder; provided, however, that the Collateral Agent shall not exercise any such powers granted pursuant to subsections (a) through (e) prior to the occurrence of an Event of Default and shall only exercise such powers during the continuance of an Event of Default. The Company agrees to reimburse the Collateral Agent upon demand for any reasonable costs and

expenses, including attorneys' fees, the Collateral Agent may incur while acting as the Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. It is further agreed and understood between the parties hereto that such care as the Collateral Agent gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in the Collateral Agent's possession; provided, however, that the Collateral Agent shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

6. Default and Remedies.

(a) Default. The Company shall be deemed in default under this Security Agreement upon the occurrence and during the continuance of an Event of Default (as defined in the Note).

(b) Remedies. Subject to the provisions of the Subordination Agreement, upon the occurrence and during the continuance of any such Event of Default, the Collateral Agent shall have the rights of a secured creditor under the UCC and all rights granted by this Security Agreement, by the Note and by law, including the right to: (i) require the Company to assemble the Collateral and make it available to the Collateral Agent and the Investor at a place to be designated by the Collateral Agent and/or the Investor; and (ii) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent the Collateral Agent and the Investor deem appropriate. The Company hereby agrees that 10 days' notice of any intended sale or disposition of any Collateral is reasonable. In furtherance of the Collateral Agent's rights hereunder, the Company hereby grants to the Collateral Agent an irrevocable, non-exclusive license, exercisable without royalty or other payment by the Collateral Agent, and only in connection with the exercise of remedies hereunder, to use, license or sublicense any patent, trademark, trade name, copyright or other intellectual property in which the Company now or hereafter has any right, title or interest together with the right of access to all media in which any of the foregoing may be recorded or stored.

(c) Application of Collateral Proceeds. The proceeds and/or avails of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder (as well as any other amounts of any kind held by the Collateral Agent at the time of, or received by the Collateral Agent after, the occurrence of an Event of Default) shall be paid to and applied as follows:

(i) First, solely with regard to proceeds from Collateral that is also "Bank Senior Collateral" as defined in the Subordination Agreement (the "**Bank Senior Collateral**"), to Silicon Valley Bank for the payment, pursuant to the Subordination Agreement and the SVB Loan, of all outstanding principal and unpaid accrued interest with regard to the SVB Loan; all other proceeds from Collateral that is not Bank Senior Collateral ("**Non-Bank Senior Collateral**") shall be paid in accordance with subsections (ii) through (iv) of this Section 6(c):

(ii) Second, to the payment of reasonable costs and expenses of the Investor and the Collateral Agent, including all amounts expended to preserve the value of the Collateral, of foreclosure and/or suit, if any, and of such sale and the exercise of any other rights or remedies, and of all fees, expenses, liability and advances, including reasonable legal expenses and attorneys' fees, incurred or made hereunder;

(iii) Third, to the payment to (A) the Investor of the amounts then owing or unpaid on such Investor's Note and under any of the Transaction Documents and (B) in the event amounts are still owed to Silicon Valley Bank under the terms of the SVB Loan after distribution of the proceeds from the Bank Senior Collateral as described in Section 6(c)(i) above, to Silicon Valley Bank for the payment of any remaining amounts owed to Silicon Valley Bank under the terms of the SVB Loan and in case such proceeds shall be insufficient to pay in full such amounts, owing or unpaid upon such Note and under the SVB Loan, respectively, then each of the Investor and Silicon Valley Bank shall receive their Pro Rata Share (as defined below) of the amount remaining to be distributed (to be applied first to accrued interest and second to outstanding principal); and

(iv) Fourth, to the payment of the surplus, if any, to the Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

For purposes of this Security Agreement, the term "**Pro Rata Share**" shall mean, when calculating the Investor's and Silicon Valley Bank's portion of any distribution or amount under Section 6(c)(iii), that distribution or amount (expressed as a percentage) equal to a fraction (A) the numerator of which is (y) in the case of the Investor, the then-outstanding principal amount of the Investor's Note and all unpaid accrued interest on the Note and (z) in the case of Silicon Valley Bank, the outstanding principal and accrued interest thereon then owed by the Company to Silicon Valley Bank under the terms of the SVB Loan, excluding any amounts described under Section 6(c)(i) above and (B) the denominator of which is the sum of the then-outstanding principal amount of the Note, the unpaid accrued interest on the Note and the outstanding principal and accrued interest thereon then owed by the Company to Silicon Valley Bank under the terms of the SVB Loan, excluding any amounts described under Section 6(c)(i). In the event that either the Investor or Silicon Valley Bank receives payments or distributions in excess of its Pro Rata Share, then such party shall hold in trust all such excess payments or distributions for the benefit of the other party and shall pay such amounts held in trust to such other party upon demand by such other party.

7. Collateral Agent.

(a) Appointment. The Investor hereby appoints Hummer Winblad Venture Partners V, L.P. as collateral agent for the Investor under this Security Agreement (in such capacity, the "**Collateral Agent**") to serve from the date hereof until the termination of the Security Agreement.

(b) Powers and Duties of the Collateral Agent, Indemnity by Investor.

(i) The Investor hereby irrevocably authorizes the Collateral Agent to take such action and to exercise such powers hereunder as provided herein or as requested in writing by the holders of a Majority in Interest (as such term is defined in the Note) in accordance with the terms hereof, together with such powers as are reasonably incidental thereto. The Collateral Agent may execute any of its duties hereunder by or through its agents or employees and shall be entitled to request and act in reliance upon the advice of counsel concerning all matters pertaining to its duties hereunder and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance therewith.

(ii) Neither the Collateral Agent nor any of its directors, officers, partners, managers, stockholders, agents, employees or constituents shall be liable or responsible to any Investor or to the Company for any action taken or omitted to be taken by the Collateral Agent or any other such person hereunder or under any related agreement, instrument or document, except in the case of gross negligence or willful misconduct on the part of the Collateral Agent, nor shall the Collateral Agent nor any of its directors, officers, partners, managers, stockholders, agents, employees or constituents be liable or responsible for (A) the validity, effectiveness, sufficiency, enforceability or enforcement of the Note, this Security Agreement, any other Transaction Document or any instrument or document delivered hereunder or relating hereto; (B) the title of the Company to any of the Collateral or the freedom of any of the Collateral from any prior or other liens or security interests; (C) the determination, verification or enforcement of the Company's compliance with any of the terms and conditions of this Security Agreement; (D) the failure by the Company to deliver any instrument or document required to be delivered pursuant to the terms hereof; or (E) the receipt, disbursement, waiver, extension or other handling of payments or proceeds made or received with respect to the Collateral, the servicing of the Collateral or the enforcement or the collection of any amounts owing with respect to the Collateral.

(iii) In the case of this Security Agreement and the transactions contemplated hereby and any related document relating to any of the Collateral, each of the Investors agrees to pay to the Collateral Agent, on demand, its pro rata share of all fees and all expenses incurred in connection with the operation and enforcement of this Security Agreement, the Notes or any related agreement or other document or instrument to the extent that such fees or expenses have not been paid by Company. In the case of this Security Agreement and each instrument and document relating to any of the Collateral, each of the Investors and the Company hereby agrees, jointly and severally, to hold the Collateral Agent harmless, and to indemnify the Collateral Agent from and against any and all loss, damage, expense or liability which may be incurred by the Collateral Agent under this Security Agreement and the transactions contemplated hereby and any related agreement or other instrument or document, as the case may be, unless such liability shall be caused by the gross negligence or willful misconduct of the Collateral Agent.

8. Miscellaneous.

(a) Notices. Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon the Company or the Collateral Agent under this Security Agreement or the other Transaction Documents shall be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth on the signature pages hereto (or to such other facsimile number or address as the recipient of any notice shall have notified the other in writing). All such notices and communications will be deemed effectively given upon the earliest of (i) when received, (ii) when delivered personally, (iii) one business day after being delivered by facsimile (with receipt of appropriate confirmation), if such delivery is made during the normal business hours of the recipient, and if such delivery is made after normal business hours of the recipient, two business days after such delivery; (iv) when sent by overnight delivery, one business day after being deposited with an overnight courier service of recognized standing, if such deposit is made during the normal business hours of the sender, and if such deposit is made after the normal business hours of the sender, then two business days after such deposit; and (v) when mailed by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, four business days after being so deposited in the U.S. mail.

(b) Termination of Security Interest. Upon the payment in full of all Obligations, the security interest granted herein shall terminate and all rights to the Collateral shall revert to the Company. Upon such termination, the Collateral Agent hereby authorizes the Company to file any UCC termination statements and releases of security interests necessary to effect such termination and the Collateral Agent will execute and deliver to the Company any additional documents or instruments as the Company shall reasonably request to evidence such termination.

(c) Nonwaiver. No failure or delay on the Collateral Agent's or the Investor's part in exercising any right hereunder shall operate as a waiver thereof or of any other right nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(d) Amendments and Waivers. This Security Agreement may not be amended or modified, nor may any of its terms be waived or terminated, except by written instruments signed by (i) the Company and (ii) either (A) the Collateral Agent or (B) the holders of a Majority in Interest. Each waiver or consent under any provision hereof shall be effective only in the specific instances for the purpose for which given.

(e) Assignments. This Security Agreement shall be binding upon and inure to the benefit of the Collateral Agent, the Investor and the Company and their respective successors and assigns; provided, however, that the Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of either the Collateral Agent or the holders of a Majority in Interest.

(f) Cumulative Rights, etc. The rights, powers and remedies of the Collateral Agent under this Security Agreement shall be in addition to all rights, powers and remedies given to the Collateral Agent by virtue of any applicable law, rule or regulation of any governmental authority, any Transaction Document or any other agreement or instrument, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing the Collateral Agent's or the Investor's rights hereunder. The Company waives any right to require the Collateral Agent to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in the Collateral Agent's power.

(g) Payments Free of Taxes, Etc. All payments made by the Company under the Transaction Documents shall be made by the Company free and clear of and without deduction for any and all present and future taxes, levies, charges, deductions and withholdings. In addition, the Company shall pay upon demand any stamp or other taxes, levies or charges of any jurisdiction with respect to the execution, delivery, registration, performance and enforcement of this Security Agreement and/or any of the Transaction Documents. Upon request by the Collateral Agent, the Company shall furnish evidence satisfactory to the Collateral Agent that all requisite authorizations and approvals by, and notices to and filings with, governmental authorities and regulatory bodies have been obtained and made and that all requisite taxes, levies and charges have been paid.

(h) Partial Invalidity. If any term or other provision of this Security Agreement is judicially (including through arbitration) determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Security Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Security Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible. Subject to the foregoing, any term or provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(i) Expenses. The Company shall pay on demand all reasonable fees and expenses, including reasonable attorneys' fees and expenses (including costs of appeals), incurred by the Collateral Agent in connection with the custody, preservation or sale of, or other realization on, any of the Collateral or the enforcement or attempt to enforce any of the Obligations that are not performed as and when required by this Security Agreement and/or any other Transaction Document.

(j) Construction. Each of this Security Agreement and the other Transaction Documents is the result of negotiations among, and has been reviewed by, the Company, the Investor, the Collateral Agent and their respective counsel. Accordingly, this Security

Agreement and the other Transaction Documents shall be deemed to be the product of all parties hereto, no ambiguity shall be construed in favor of or against the Company, the Investor or the Collateral Agent and the parties therefore agree that the provisions of Section 1654 of the California Civil Code shall not apply to the interpretation of this Security Agreement.

(k) Entire Agreement. This Security Agreement, taken together with the other Transaction Documents, constitute and contain the entire agreement of the Company, the Investor and the Collateral Agent and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof and thereof.

(l) Other Interpretive Provisions. References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (i) includes all exhibits, schedules and other attachments thereto, (ii) includes all documents, instruments or agreements issued or executed in replacement thereof and (iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document shall not be construed to be limiting or exclusive. Use of the singular shall include the plural and use of the plural shall include the singular.

(m) Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflicts of law rules (except to the extent governed by the UCC). Notwithstanding any provision of this Security Agreement to the contrary, this Security Agreement shall be (to the extent necessary to satisfy the requirements of Section 22062(b)(3)(D) of the California Financial Code) subject to the implied covenant of good faith and fair dealing arising under Section 1655 of the California Civil Code.

(n) Counterparts. This Security Agreement may be executed in any number of counterparts, any of which may be returned by facsimile or by electronic mail and .PDF, and each of which shall be an original, but all of which together shall be deemed to constitute one instrument.

9. Closing Conditions.

(a) Conditions of Investor's Obligations at the Closing. The obligations of the Investor at the closing of the sale and issuance of the Note (the "Closing") are subject to the fulfillment, on or prior to the date of such Closing, of each of the following conditions, any of which may be waived in whole or in part by such Investor:

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SECURITY AGREEMENT

(i) Such Investor must invest the amount noted as the initial principal balance of the Note to be issued to such Investor.

(ii) The representations and warranties made by the Company in Section 8 of the Note shall be true and correct when made, and shall be true and correct on the date of Closing with the same force and effect as if they had been made on and as of the same date.

(iii) The Company shall have performed and complied with all agreements, obligations and conditions contained in the Transaction Documents that are required to be performed or complied with by it on or prior to the date of the Closing.

(iv) Except for the notices required or permitted to be filed after the date of the Closing pursuant to applicable federal and state securities laws (which notices shall be timely filed), the Company shall have obtained all governmental approvals required in connection with the lawful sale and issuance of the Notes.

(v) At the Closing, the sale and issuance by the Company, and the purchase by the Investor, of the Note shall be legally permitted by all laws and regulations to which such Investor and/or the Company are subject.

(vi) The Company and such Investor shall have entered into and delivered this Security Agreement.

(vii) Silicon Valley Bank, each Investor and the Company shall have entered into and delivered the Subordination Agreement.

(viii) Silicon Valley Bank and the Company shall have executed and delivered that certain First Amendment to Loan and Security Agreement by and between Silicon Valley Bank and the Company, containing, among other things consent of Silicon Valley Bank to and concerning the transactions contemplated under the Transaction Documents, in a form acceptable to the Investor.

(ix) The Company's Board of Directors and stockholders shall have approved the transactions contemplated by this Security Agreement, including, without limitation, approval of this Security Agreement, the Notes and the transactions contemplated hereby and thereby, and all other requisite approval of the Company's Board of Directors and stockholders concerning the transactions contemplated under the Transaction Documents shall have been obtained. The stockholder approval referred to in this Section 9(a)(ix) shall include the written consent of stockholders Advanced Technology Ventures VII, L.P., Advanced Technology Ventures VII (B), L.P., Advanced Technology Ventures VII (C), L.P., ATV Entrepreneurs VII, L.P., Hummer Winblad Venture Partners V, L.P., JK&B Capital III, L.P., JK&B Capital III QIP, L.P., JK&B Capital III, Civil Law Partnership, MDV VII, L.P. and John Weinschenk.

(x) To the extent John Weinschenk holds one or more options to purchase shares of the Company's capital stock, he shall have approved the transactions contemplated by this Security Agreement, including, without limitation, approval of this Security Agreement, the Note and the transactions contemplated hereby and thereby. Such approval shall be in the form of a written consent substantially similar to the stockholder consent described in Section 9(a)(ix) above.

(xi) A UCC Financing Statement naming the Company as the debtor and Hummer Winblad Venture Partners V, L.P. and Silicon Valley Bank as the secured parties shall have been accepted for filing by the Delaware Secretary of State and shall remain in effect.

(b) Conditions to Obligations of the Company. The Company's obligation to issue and sell the Note at the Closing is subject to the fulfillment, to the Company's satisfaction, on or prior to the date of the Closing, of the following conditions, any of which may be waived in whole or in part by the Company:

(i) The representations and warranties made by the Investor in Section 10 of the Note shall be true and correct when made, and shall be true and correct on the date of the Closing with the same force and effect as if they had been made on and as of the same date.

(ii) Except for any notices required or permitted to be filed after the date of the Closing pursuant to applicable federal or state securities laws, the Company shall have obtained all governmental approvals required in connection with the lawful sale and issuance of the Note.

(iii) At the Closing, the sale and issuance by the Company, and the purchase by the Investor, of the Note shall be legally permitted by all laws and regulations to which such Investor and/or the Company are subject.

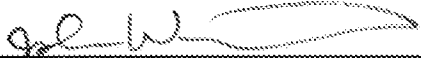
(iv) The Investor shall have delivered to the Company the purchase price of the Note being purchased by such Investor as noted on the first page of each such Investor's Note.

(v) Silicon Valley Bank and each Investor shall have entered into and delivered the Subordination Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be executed as of the day and year first above written.

CENZIC, INC.

By 
Print Name JOHN WEINSCHENK
Title CEO/PRESIDENT

Address: 655 Campbell Technology Drive, Suite 100
Campbell, CA 95008

Telephone: (908) 429-7442
Facsimile: (908) 429-7401
E-mail: JOHN@CENZIC.COM

[Collateral Agent's and Investor's signatures to follow.]

CENZIC, Inc.
SECURITY AGREEMENT

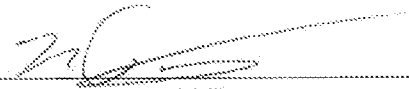
COLLATERAL AGENT:

AGREED:

HUMMER WINBLAD VENTURE PARTNERS V, L.P.,
As Collateral Agent

As Nominee for
Hummer Winblad Venture Partners V, L.P. and
Hummer Winblad Venture Partners V-A, L.P.

By: Hummer Winblad Equity Partners V, L.L.C.
Its: General Partner

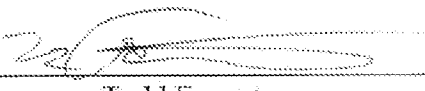
By: 
Todd Forrest
Managing Director and Chief Financial Officer

INVESTOR:

HUMMER WINBLAD VENTURE PARTNERS V, L.P.

As Nominee for
Hummer Winblad Venture Partners V, L.P. and
Hummer Winblad Venture Partners V-A, L.P.

By: Hummer Winblad Equity Partners V, L.L.C.
Its: General Partner

By: 
Todd Forrest
Managing Director and Chief Financial Officer

Address: One Lombard Street, Suite 300
San Francisco, CA 94111

Telephone: 415-979-9600
Facsimile: 415-979-9601

With a copy to (which shall not constitute notice):

David K. Levine
Harrell Levine P.C.
P.O. Box 10505
San Jose, CA 95157-1505
Facsimile: (408) 351-0208
E-mail: david@harrell-levine.com

CENZIC, INC.
SECURITY AGREEMENT

ATTACHMENT 1
TO SECURITY AGREEMENT

The Collateral consists of all of the Company's right, title, interest, claims and demands in and to all of the Company's personal property, both now owned and hereafter acquired, including, without limitation, the following:

All Goods, Equipment, Inventory, contract rights or rights to payment of money, leases, license agreements, franchise agreements, General Intangibles (including payment intangibles and Intellectual Property, as defined below), Accounts (including health-care receivables), Documents, Instruments (including any promissory notes), Chattel Paper (whether tangible or electronic), cash, Deposit Accounts, Fixtures, Letter of Credit Rights (whether or not the letter of credit is evidenced by a writing), Commercial Tort Claims, securities and all other Investment Property, supporting obligations and financial assets, whether now owned or hereafter acquired, wherever located; and

All of the Company's books and records relating to the foregoing and any and all claims, rights and interests in any of the above and all substitutions for, additions, attachments, accessories, accessions and improvements to and replacements, products, Proceeds, insurance proceeds and rents and profits of any or all of the foregoing.

The term "**Intellectual Property**" means all intellectual and similar property of every kind and nature now owned or hereafter acquired by the Company, 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 the Company 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**");

CENZIC, INC.
SECURITY AGREEMENT

AT1-1

(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 The Company 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 licenses or rights;

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

(j) All inventions, designs, domain names, confidential or proprietary technical and business information, know-how, methods, processes, drawings, specifications or other data or information and all memoranda, notes and records with respect to any research and development, software and databases and all embodiments or fixations thereof whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and related documentation, registrations and franchises;

(k) 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; and

(l) All additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

All capitalized terms used in this Attachment 1 and not otherwise defined herein shall have the respective meanings given to such terms in the Uniform Commercial Code of the State of California as in effect from time to time.

Exhibit A
to
Attachment 1 to Security Agreement
Copyrights

If there are no registered copyrights, please so indicate here: X

If there are no pending registrations and no applications have been filed, please so indicate here: X

Description	Registration/Application Number	Registration/Application Date

Exhibit B
to
Attachment 1 to Security Agreement
Patents and Patent Applications

If there are no registered patents, please so indicate here: _____

If there are no pending registrations and no applications have been filed, please so indicate here: _____

Description	Registration/Application Number	Registration/Application Date
Eliminated Cases of False Positives in Application Vulnerability Assessment	App. No. 11/226,504	Filed Sep. 13, 2005
Cross Site Scripting Vulnerability Detection	App. No. 11/226,525	Filed Sep. 13, 2005
Providing Interactive Results of Application Vulnerability Assessment	App. No. 11/588,915	Filed Oct. 27, 2006
Fault Injection Methods & Apparatus	7,185,232	Feb. 27, 2007
Fault Injection Methods & Apparatus	7,620,851	Nov. 17, 2009

CENZIC, INC.
SECURITY AGREEMENT

Exhibit C
to
Attachment I to Security Agreement
Trademarks

If there are no registered trademarks or service marks, please so indicate here: _____

If there are no pending registrations and no applications have been filed, please so indicate here: _____ _____

Description	Registration/Application Number	Registration/Application Date
CENZIC	2,914,812	Dec. 28, 2004
CLICKTOSECURE	3,164,086	Oct. 24, 2006
HACKINAR	3,288,898	Sep. 7, 2006
HAILSTORM	2,490,499	Sep. 18, 2001
NO WEB SITE LEFT BEHIND	3,755,033	Mar. 2, 2010
SMARTATTACK	3,723,814	Dec. 8, 2009

CENZIC, INC.
SECURITY AGREEMENT

C-1

Exhibit D
to
Attachment 1 to Security Agreement
Mask Works

If there are no mask works, please so indicate here: X

If there are no pending registrations and no applications have been filed, please so indicate here: X

Description	Registration/Application Number	Registration/Application Date

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 4, 2011 by and between SILICON VALLEY BANK ("Bank") and CENZIC, INC. ("Grantor").

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 Loan and Security Agreement by and between Bank and Grantor dated the September 22, 2010 (as the same may be amended, modified or supplemented from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated of even date herewith, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to permit to Grantor to incur certain secured Subordinated Debt, 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:

CENZIC, INC.

655 Campbell Technology Drive
Suite 100
Campbell, CA 95008
Attn: Dave Ferguson

By: 
Title: CEO/PRESIDENT

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, CA 94304
Attn: Julia Bobrovich

By: _____
Title: _____

[Signature Page to CenZic, Inc. and Silicon Valley Bank Intellectual Property Security Agreement]

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:

655 Campbell Technology Drive
Suite 100
Campbell, CA 95008
Attn: Dave Ferguson

CENZIC, INC.

By: _____

Title: _____

BANK:

Address of Bank:

2400 Hanover Street
Palo Alto, CA 94304
Attn: Julia Bobrovich

SILICON VALLEY BANK

By: *[Signature]*

Title: Relationship Manager

[Signature Page to Cenzip, Inc. and Silicon Valley Bank Intellectual Property Security Agreement]

5452185

TRADEMARK
REEL: 004534 FRAME: 0297

EXHIBIT A

Copyrights

Description

Registration/Application
Number

Registration/Application
Date

EXHIBIT B

Patents and Patent Applications

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
Eliminated Cases of False Positives in Application Vulnerability Assessment	App. No. 11/226,504	Sep. 13, 2005
Cross Site Scripting Vulnerability Detection	App. No. 11/226,525	Sep. 13, 2005
Providing Interactive Results of Application Vulnerability Assessment	App. No. 11/588,915	Oct. 27, 2006
Fault Injection Methods & Apparatus	7,185,232	Feb. 27, 2007
Fault Injection Methods & Apparatus	7,620,851	Nov. 17, 2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
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CLICKTOSECURE	3,164,086	Oct. 24, 2006
HACKINAR	3,288,898	Sep. 7, 2006
HAILSTORM	2,490,499	Sep. 18, 2001
NO WEB SITE LEFT BEHIND	3,755,033	Mar. 2, 2010
SMARTATTACK	3,723,814	Dec. 8, 2009

EXHIBIT D

Mask Works

Description

Registration/Application
Number

Registration/Application
Date