

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
Sophos Limited f/k/a Sophos PLC		08/05/2011	Private Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada Europe Limited, as Collateral Agent		
Street Address:	71 Queen Victoria Street		
City:	London, England		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4 V 4DE		
Entity Type:	Private Limited Co.: UNITED KINGDOM		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85328430	NAKEDSECURITY	
Registration Number:	1925127	INTERCHECK	
Registration Number:	1900426	SOPHOS	
Registration Number:	3303754	ZOMBIEALERT	
Registration Number:	3057052	SAV	
Registration Number:	2920906	PUREVIEW	
Registration Number:	2920907	PURETRACE	
Registration Number:	2920908	PUREDETECT	
Registration Number:	2975128	SOPHOS ANTI-VIRUS	
Registration Number:	2964498	SAV ADMIN	
Registration Number:	3436508	SAV	
CORRESPONDENCE DATA			
Fax Number:	(800)516-6304		

OP \$290.00 85328430

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**TRADEMARK
 REEL: 004600 FRAME: 0732**

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

Phone: 614-280-3566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 2: CT Lien Solutions
Address Line 4: Columbus, OHIO 43219

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Sakina Karkat
Signature:	/Sakina Karkat/
Date:	08/09/2011

Total Attachments: 9
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SHORT FORM
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated August 5, 2011, is made by the Person listed on the signature pages hereof (the “**Grantor**”) in favor of Royal Bank of Canada Europe Limited, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Intellectual Property Security Agreement referred to therein.

WHEREAS, SHIELD FINANCE CO S.À R.L., (“**Lux Finco**”), SHIELD HOLDCO LTD (“**Holdings**”), SHIELD BIDCO LIMITED (“**Parent**”), SOPHOS LIMITED (formerly known as Sophos PLC) (“**Company**”) each other Loan Party from time to time party thereto, each Lender from time to time party thereto, Royal Bank of Canada Europe Limited, as Administrative Agent and Collateral Agent, Royal Bank of Canada as Swing Line Lender, and each other party thereto have entered into the Credit Agreement dated as of June 15, 2010, as amended and restated as of July 13, 2010 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which the Lenders have severally agreed to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements to the Borrower upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Intellectual Property Security Agreement dated August 5, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”) in order to induce the Lenders to make Loans, the L/C Issuers to issue Letters of Credit and the Hedge Banks to enter into Secured Hedge Agreements.

WHEREAS, under the terms of the Intellectual Property Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “**Collateral**”):

1.1.1 the United States Patents (as defined in the Intellectual Property Security Agreement) set forth in Schedule A hereto;

1.1.2 the United States registered Trademarks (as defined in the Intellectual Property Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule B hereto; and

1.1.3 the United States registrations of Copyrights (as defined in the Intellectual Property Security Agreement) set forth in Schedule C hereto.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks, as applicable, record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Intellectual Property Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Intellectual Property Security Agreement, the terms of the Intellectual Property Security Agreement shall govern.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.


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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SOPHOS LIMITED,
as Grantor

By: 
Name: NICOLAS BAMY
Title: DIRECTOR

ROYAL BANK OF CANADA EUROPE
LIMITED,
as Collateral Agent

By: 
Name: _____
Title: R.S. Bell
Director.

SCHEDULE A

United States Patents and Patent Applications

Patent Registrations

Owner	Application / Registration Number	Patent Description	Country
Sophos PLC	US12035638 7966650	Dynamic internet address assignment based on user identity and policy compliance	United States
Sophos PLC	US11523882 7840599	Selection and storage of policies in network management	United States
Sophos PLC	US7882152	Selection and Storage of Policies in Network Management	United States
Sophos PLC	US7890627	Hierarchical Statistical Model of Internet Reputation	United States
Sophos PLC	US7757002	Method and systems for analyzing network content in a pre-fetching web proxy	United States
Sophos PLC	US7159125	Policy engine for modular generation of policy for a flat, per-device database	United States
Sophos PLC	US7130854	Selection and storage of policies in network management	United States
Sophos PLC	US7284042	Device plug-in system for configuring network device over a public network	United States
Sophos PLC	US6195587	Validity Checking	United States

Patent Applications

Owner	Application Number	Patent Description	Country
Sophos PLC	US13118668	Dynamic internet address assignment based on user identity and policy compliance	United States
Sophos PLC	US12880444	System and method of whitelisting parent virtual images	United States
Sophos PLC	US12750840	Host intrusion prevention system software and user behavior analysis	United States
Sophos PLC	US12751087	Use of an application controller to monitor and control software file and application environment	United States
Sophos PLC	US12750062	Metadata-based access, security, and compliance control of software generated files	United States
Sophos PLC	US12729268	Password complexity policy for externally controlled systems	United States
Sophos PLC	US12570026	Automatic recovery from a security event	United States
Sophos PLC	US12506749	Behavioral-based host intrusion prevention	United States

Owner	Application Number	Patent Description	Country
		system	
Sophos PLC	US12494435	System and method for identifying unauthorized endpoints	United States
Sophos PLC	US12413823	Method and system for classification of software using characteristics and combinations of such characteristics	United States
Sophos PLC	US12412415	Discovery of the use of anonymizing proxies by analysis of HTTP cookies	United States
Sophos PLC	US12412690	Run-time additive disinfection	United States
Sophos PLC	US12411701	Virtual machine configuration sharing between host and virtual machines and between virtual machines	United States
Sophos PLC	US12411504	Dynamic scanning based on compliance metadata	United States
Sophos PLC	US12410731	Method and system for preventing data leakage from a computer facility	United States
Sophos PLC	US12409811	Modified file tracking on virtual machines	United States
Sophos PLC	US12408838	DHCP centric network access management through network device access control lists	United States
Sophos PLC	US12405642	Protecting sensitive information from a secure data store	United States
Sophos PLC	US12405538	Computer security lock down methods	United States
Sophos PLC	US12405451	Method and system for preemptive scanning of computer files	United States
Sophos PLC	US12372797	Systems and methods that detect sensitive data leakages from applications	United States
Sophos PLC	US12369030	Protected access control method for shared computer resources	United States
Sophos PLC	US12369060	Systems and methods for enforcing policies to block search engine queries for web-based proxy sites	United States
Sophos PLC	US12369223	Systems and methods for enforcing policies in the discovery of anonymizing proxy communications	United States
Sophos PLC	US12369096	Systems and methods for enforcing policies for proxy website detection using advertising account ID	United States
Sophos PLC	US12269350	Methods for identifying an application and controlling its network utilization	United States
Sophos PLC	US12239867	Network stream scanning facility	United States
Sophos PLC	US12187794	Computer file control through file tagging	United States
Sophos PLC	US12132979	Managing use of proxies to access restricted network locations	United States
Sophos PLC	US12059892	Method and system for detecting restricted content associated with retrieved content	United States
Sophos PLC	US12059252	Method and system for detecting restricted content associated with retrieved content	United States
Sophos PLC	US12056424	Method and system for controlling access of	United States

Owner	Application Number	Patent Description	Country
		computer resources of mobile client facilities	
Sophos PLC	US12055586	Method and system for detecting restricted content associated with retrieved content	United States
Sophos PLC	US12054086	String searching facility	United States
Sophos PLC	US12053181	Virtual machines configuration sharing between host and virtual machines and between virtual machines	United States
Sophos PLC	US12053112	Method and system for network identification via DNS	United States
Sophos PLC	US12048954	Target data detection in a streaming environment	United States
Sophos PLC	US12048937	Target data detection in a streaming environment	United States
Sophos PLC	US11694109	Remedial action against malicious code at a client facility	United States
Sophos PLC	US11689930	Systems and methods for dynamic vendor and vendor outlet classification	United States
Sophos PLC	US11855107	Policy management	United States
Sophos PLC	US11428203	Method and system for classification of software using characteristics and combinations of such characteristics	United States
Sophos PLC	US11676754	Method and system for unsafe content tracking	United States

SCHEDULE B

United States Trademarks and Trademark Applications

Owner	Application / Registration Number	Mark	Country
Sophos Limited	85328430	NAKEDSECURITY	United States
Sophos PLC	74490140 1925127	INTERCHECK	United States
Sophos PLC	74481271 1900426	SOPHOS	United States
Sophos PLC	78647353 3303754	ZOMBIEALERT	United States
Sophos PLC	76977370 3057052	SAV	United States
Sophos PLC	78360287 2920906	PUREVIEW	United States
Sophos PLC	78360332 2920907	PURETRACE	United States
Sophos PLC	78360370 2920908	PUREDETECT	United States
Sophos PLC	76491699 2975128	Sophos Anti-Virus	United States
Sophos PLC	76491693 2964498	SAV Admin	United States
Sophos PLC	76491698 3436508	SAV	United States

SCHEDULE C

United States Copyright Registrations

None.