

## 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
Edgewave, Inc.	FORMERLY St. Bernard Software, Inc.	01/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth III, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4052055	EDGEWAVE	
Serial Number:	78298124	EPRISM	
Serial Number:	75823687	IPRISM	
CORRESPONDENCE DATA			
Fax Number:	(415)738-5371		
Phone:	415-381-3283		
Email:	ben@greenspan-law.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG3-EDGEWAVE		
NAME OF SUBMITTER:	Benjamin Greenspan		

OP \$90.00 4052055

Signature:	/bg2/
Date:	02/06/2012
Total Attachments: 3 source=Trademark Collateral Notice as filed#page1.tif source=Trademark Collateral Notice as filed#page2.tif source=Trademark Collateral Notice as filed#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of January 30, 2012, is between Edgewave, Inc., a Delaware corporation with its principal place of business at 15333 Avenue of Science, Suite 100, San Diego, CA 92128 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;

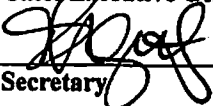
NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Edgewave, Inc.

By   
Chief Executive Officer

By   
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: Manager, Partners for Growth III, LLC  
Its General Partner

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Executed as of the date first above written.

Assignor:

Edgewave, Inc.

By \_\_\_\_\_  
Chief Executive Officer

By \_\_\_\_\_  
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By  \_\_\_\_\_

Name: Loraine M. [unclear]

Title: Manager, Partners for Growth III, LLC  
Its General Partner

