

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Coat Systems, Inc.		02/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2887537	BLUE COAT	
Registration Number:	3953936	BLUE COAT	
Registration Number:	3566585	BLUESOURCE	
Registration Number:	3638112	BLUETOUGH	
Registration Number:	3801078	CACHEFLOW	
Registration Number:	3755658	CONTROL IS YOURS	
Registration Number:	3728849	INTELLIGENCECENTER	
Registration Number:	3149433	ISHARED	
Registration Number:	3927221	K9	
Registration Number:	2272649	PACKETSHAPER	
Registration Number:	2272648	PACKETSHAPER	
Registration Number:	2489413	POLICYCENTER	
Registration Number:	3979484	PROXYONE	
Registration Number:	3096350	PROXYSG	

Registration Number:	3400910	REPORTCENTER
Registration Number:	3638747	
Registration Number:	2174788	WINPROXY

CORRESPONDENCE DATA

Fax Number: (302)636-5454

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	099197
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NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	02/16/2012
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Total Attachments: 10

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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Blue Coat Systems, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☐ No

Name: Jefferies Finance LLC

Internal

Address: _____

Street Address: 520 Madison Avenue

City: New York

State: New York

Country: USA Zip: 10022

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule attached

B. Trademark Registration No.(s)

See Schedule attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Angela M. Amaru
Signature

2/16/2012

Date

Angela M. Amaru

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

<u>Trademark</u>	<u>Status / Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
BLUE COAT	Registered	78146726	2887537	Blue Coat Systems, Inc.
	09 Int.	23-Jul-2002	21-Sep-2004	
BLUE COAT	Registered	85079904	3953936	Blue Coat Systems, Inc.
	41 Int., 42 Int.	07-Jul-2010	03-May-2011	
BLUESOURCE	Registered	77317064	3566585	Blue Coat Systems, Inc.
	42 Int.	30-Oct-2007	27-Jan-2009	
BLUETOUGH	Registered	77541949	3638112	Blue Coat Systems, Inc.
	41 Int., 42 Int.	07-Aug-2008	16-Jun-2009	
CACHEFLOW	Registered	77796201	3801078	Blue Coat Systems, Inc.
	09 Int.	04-Aug-2009	08-Jun-2010	
CONTROL IS YOURS	Registered	77581661	3755658	Blue Coat Systems, Inc.
	09 Int., 41 Int., 42 Int.	29-Sep-2008	02-Mar-2010	
INTELLIGENCECENTER	Registered	77106133	3728849	Blue Coat Systems, Inc.
	09 Int.	13-Feb-2007	22-Dec-2009	
ISHARED	Registered	78316164	3149433	Blue Coat Systems, Inc. ¹
	09 Int.	20-Oct-2003	26-Sep-2006	
K9	Registered	77237312	3927221	Blue Coat Systems, Inc.
	09 Int.	24-Jul-2007	08-Mar-2011	
PACKETSHAPER	Renewed	75207591	2272649	Blue Coat Systems, Inc.
	09 Int.	03-Dec-1996	24-Aug-1999	
PACKETSHAPER	Renewed	75207589	2272648	Blue Coat Systems, Inc.
	09 Int.	03-Dec-1996	24-Aug-1999	
POLICYCENTER	Renewed	76021493	2489413	Blue Coat Systems, Inc.
	09 Int.	10-Apr-2000	11-Sep-2001	
PROXYONE	Registered	85063736	3979484	Blue Coat Systems, Inc.
	09 Int., 42 Int.	15-Jun-2010	14-Jun-2011	
PROXYSG	Registered	78295124	3096350	Blue Coat Systems, Inc.

¹ BCSI does not use this mark and does not intend to cure the break in chain in title from Tacit Networks, Inc. to Packeteer, Inc.

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SHIELD DESIGN	Registered	77611802	3638747	Blue Coat Systems, Inc.
	09 Int., 41 Int., 42 Int.	11-Nov-2008	16-Jun-2009	
WINPROXY	Renewed	75295822	2174788	Blue Coat Systems, Inc.
	09 Int.	21-May-1997	21-Jul-1998	

United States Trademark Applications:

None.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of February 15, 2012 (this "Trademark Security Agreement"), by Blue Coat Systems, Inc., a Delaware corporation (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as second lien collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of February 15, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Project Barbour Merger Corp., a Delaware corporation ("Initial Borrower"), Project Barbour Intermediate Holdings Corporation, a Delaware corporation ("Holdings"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Second Lien Security Agreement dated as of February 15, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other

violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by the Pledgor of a security interest therein would result in loss by the Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document shall have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement.

In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUE COAT SYSTEMS, INC.

By: 

Name: Gregory S. Clark


Title: Chief Executive Officer

[Second Lien Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: E.J. Hess
Title: Managing Director

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004718 FRAME: 0940

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