

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
ALERT LOGIC, INC.		05/22/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SAASCAP AL INVESTORS LLC		
Street Address:	1540 Broadway		
Internal Address:	Suite 1610		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3359787	A	
Registration Number:	3352417	ALERTLOGIC	
CORRESPONDENCE DATA			
Fax Number:	9193254706		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	919-787-8880		
Email:	wooldridge@manningfulton.com		
Correspondent Name:	Bradley S. Wooldridge		
Address Line 1:	PO Box 20389		
Address Line 4:	Raleigh, NORTH CAROLINA 27619		
NAME OF SUBMITTER:	Bradley Wooldridge		
Signature:	/Bradley Wooldridge/		
Date:	05/30/2012		

OP \$65.00 3359787

**Total Attachments: 6**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 22, 2012 by and between SAASCAP AL INVESTORS LLC, a Delaware limited liability company ("Lender") and ALERT LOGIC, INC., a Delaware corporation ("Grantor").

RECITALS

A. Lender has agreed to loan funds to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement", capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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 and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuous-in-part thereof (collectively, "Intellectual Property Collateral").

This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the

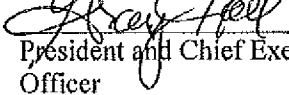
IN WITNESS WHEREOF, the parties have caused the Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

1776 Yorktown, 7th Floor  
Houston, TX 77056

ALERT LOGIC, INC.

By:   
Title: President and Chief Executive  
Officer

Address of Lender:

1540 Broadway  
Suite 1610  
New York, NY 10036

LENDER:

SAASCAP AL INVESTORS LLC

By: DHIP-SCAL LLC, Manager

By: \_\_\_\_\_  
Peter Hopper, Manager

other Loan Documents , and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused the 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:

1776 Yorktown, 7th Floor  
Houston, TX 77056

ALERT LOGIC, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

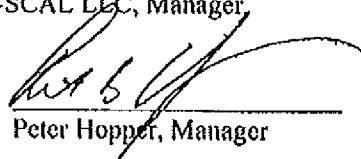
Address of Lender:

1540 Broadway  
Suite 1610  
New York, NY 10036

LENDER:

SAASCAP AL INVESTORS LLC

By: DHIP-SCAL LLC, Manager

By:   
Peter Hopper, Manager

**Exhibit A**

**COPYRIGHTS**

Description

Registration  
Number

Registration  
Date

None

**Exhibit B**

**PATENTS**

**Description**

Threat scoring system and  
method for Intrusion detection  
security networks

**Registration OR  
Serial Number**

11/321620

**Registration OR Filing  
Date**

12/29/2005

**Exhibit C**

**TRADEMARKS**

<u>Title</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>
A (and design)	3359787	12/25/2007
ALERTLOGIC	3352417	12/11/2007