

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beyondtrust Software, Inc		05/10/2012	CORPORATION: CALIFORNIA
eEye Inc.		05/10/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3622642	APPGRC
Registration Number:	2589660	LOG EXPLORER
Registration Number:	2450244	LUMIGENT
Registration Number:	3960866	BEYONDTRUST PRIVILEGE. MADE SIMPLE
Registration Number:	3956135	DIRECTORY INTEGRATOR
Registration Number:	4016739	PASSWORD SAFE
Registration Number:	3994815	POWERBROKER
Registration Number:	4016744	POWERBROKER DIRECTORY INTEGRATOR Q
Registration Number:	4016741	POWERBROKER MANAGEMENT CONSOLE
Registration Number:	4013359	Q POWERBROKER
Registration Number:	4016742	Q POWERBROKER MANAGEMENT CONSOLE
Registration Number:	4016740	Q POWERBROKER PASSWORD SAFE
Registration Number:	2707595	BLINK

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Registration Number:	3481816	E
Registration Number:	2484500	EEYE
Registration Number:	3102116	EEYE DIGITAL SECURITY
Registration Number:	3496774	EEYE PREVIEW
Registration Number:	2632843	IRIS
Registration Number:	3441573	NEIGHBORHOOD WATCH
Registration Number:	2895197	REM
Registration Number:	2402005	RETINA
Registration Number:	2709575	VULNERABILITY IS OVER
Serial Number:	85380549	POWERBROKER
Serial Number:	85405124	BEYONDTRUST

CORRESPONDENCE DATA

Fax Number: 2027393001
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202-739-3000
Email: jennifer.evans@morganlewis.com
Correspondent Name: Morgan, Lewis & Bockius LLP
Address Line 1: 1111 Pennsylvania Avenue, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	058438-14-0188
NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	06/06/2012

Total Attachments: 5
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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the “Amendment”), is dated May 10, 2012, and entered into by and between the Grantors listed on the signature pages hereof and WELLS FARGO CAPITAL FINANCE LLC, a Delaware limited liability company, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity together with its successors and assigns in such capacity, “Agent”).

RECITALS

A. BeyondTrust Software, Inc. (“Company”), the other Loan Parties party thereto, the Lenders party thereto from time to time and Agent are parties to a Credit Agreement dated April 8, 2011 (as amended, supplemented or restated from time to time, the “Credit Agreement”).

B. To induce Agent to provide the financial accommodations described in the Credit Agreement, Company, the other Grantors party thereto and Agent entered into that certain Trademark Security Agreement, dated as of April 8, 2011 (as recorded with the United States Patent and Trademark Office at REEL/FRAME 004527/0065, the “Agreement”) and that certain Security Agreement, dated as of April 8, 2011 (the “Security Agreement”). Capitalized terms used in these recitals have the meanings given to them in the Credit Agreement or in the Security Agreement unless otherwise specified.

C. The Company has requested that Agent modify and amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Amendments to the Agreement. Schedule I to the Agreement is hereby amended by adding the following under the heading “TRADEMARK REGISTRATIONS”:

“BeyondTrust Software, Inc.”

“Trademark Registrations”

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
APPGRC	United States	3,622,642	BeyondTrust Software, Inc.
LOG EXPLORER	United States	2,589,660	BeyondTrust Software, Inc.
LUMIGENT	United States	2,450,244	BeyondTrust Software, Inc.
BEYONDTRUST PRIVILEGE. MADE SIMPLE and Design	United States	3,960,866	BeyondTrust Software, Inc.
DIRECTORY INTEGRATOR	United States	3,956,135	BeyondTrust Software, Inc.
PASSWORD SAFE	United States	4,016,739	BeyondTrust Software, Inc.
POWERBROKER	United States	3,994,815	BeyondTrust Software, Inc.

			Inc.
POWERBROKER DIRECTORY INTEGRATOR Q	United States	4,016,744	BeyondTrust Software, Inc.
POWERBROKER MANAGEMENT CONSOLE	United States	4,016,741	BeyondTrust Software, Inc.
Q POWERBROKER and Design	United States	4,013,359	BeyondTrust Software, Inc.
POWERBROKER MANAGEMENT CONSOLE	United States	4,016,742	BeyondTrust Software, Inc.
POWERBROKER PASSWORD SAFE	United States	4,016,740	BeyondTrust Software, Inc.
LOG EXPLORER	Australia	914,018	BeyondTrust Software, Inc.
LUMIGENT	Australia	914,019	BeyondTrust Software, Inc.
Beyondtrust	WIPO	923,100	BeyondTrust Software, Inc.
Beyondtrust	WIPO	1102580	BeyondTrust Software, Inc.
POWERBROKER	WIPO	1091319	BeyondTrust Software, Inc.

“Trademark Applications”

<u>Mark</u>	<u>Jurisdiction</u>	<u>Serial No (Application Pending)</u>	<u>Owner</u>	<u>History</u>
POWERBROKER	United States	85/380,549	BeyondTrust Software, Inc.	Application Pending
BEYONDTRUST	United States	85/405,124	BeyondTrust Software, Inc.	Application Pending
BEYONDTRUST	Canada	1543078-00	BeyondTrust Software, Inc.	Application Pending
POWERBROKER	Canada	1543077-00	BeyondTrust Software, Inc.	Application Pending

“eEye Inc.”

“Trademark Registrations”

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
BLINK	United States	2,707,595	eEye Inc.
E eye logo	United States	3,481,816	eEye Inc.
EEYE	United States	2,484,500	eEye Inc.

EEYE DIGITAL SECURITY	United States	3,102,116	eEye Inc.
EEYE PREVIEW	United States	3,496,774	eEye Inc.
IRIS	United States	2,632,843	eEye Inc.
NEIGHBORHOOD WATCH	United States	3,441,573	eEye Inc.
REM	United States	2,895,197	eEye Inc.
RETINA	United States	2,402,005	eEye Inc.
VULNERABILITY IS OVER	United States	2,709,575	eEye Inc.
EEYE	Canada	TMA650,878	eEye Inc.
EEYE	Mexico	774,851	eEye Inc.

“EEye Inc. claims rights in the below logo, but has not registered the mark.”



eEye Digital Security®

2. No Other Changes. Except as modified by this Amendment, all of the terms and conditions of the Agreement and the Credit Agreement shall remain in full force and effect are hereby ratified and reaffirmed by Company.

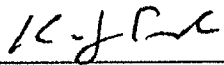
3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[signatures on next page]

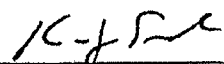
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTORS:

BEYONDTRUST SOFTWARE, INC.,
a California corporation

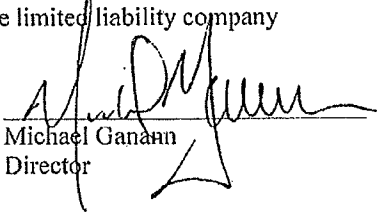
By: 
Name: Kenneth J. Saunders
Title: Chief Financial Officer and Treasurer

EEYE INC.,
a Delaware corporation

By: 
Name: Kenneth J. Saunders
Title: Chief Financial Officer and Treasurer

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Michael Ganann
Title: Director

Signature Page to Amendment to Trademark Security Agreement