

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
Whitehat Security, Inc.		07/05/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bridge Bank, National Association
Street Address:	55 Almaden Boulevard, Suite 100
Internal Address:	Attention: Technology Banking Division
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95113
Entity Type:	Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	77136962	WHITEHAT SECURITY

CORRESPONDENCE DATA

Fax Number: 8586385130
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 858-638-6730
 Email: susan.reynholds@dlapiper.com
 Correspondent Name: DLA PIPER LLP (US)
 Address Line 1: 4365 Executive Drive, Suite 1100
 Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	355157-149
NAME OF SUBMITTER:	Troy Zander
Signature:	/s/ Troy Zander

CH \$40.00 77136962

Date:

07/24/2012

Total Attachments: 7

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 5, 2012 (the "Agreement"), between BRIDGE BANK, NATIONAL ASSOCIATION ("Bank"; and as collateral agent for the Lenders (as defined in the Loan Agreement defined below); "Collateral Agent") and WHITEHAT SECURITY, INC. ("Grantor") is made with reference to the Amended and Restated Loan and Security Agreement, dated as of July 5, 2012 (as amended from time to time, the "Loan Agreement") and amends and restates, in its entirety, that certain Intellectual Property Security Agreement executed in favor of Bank dated as of March 17, 2010 (the "Original IP Security Agreement"). The delivery of this Agreement is a condition precedent to the Loan Agreement. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Collateral Agent a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property owned by Grantor (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works owned by Grantor, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include inbound licenses of Intellectual Property in which Borrower is the licensee, so long as the granting of a Lien on such inbound license is prohibited by or would constitute a default under the agreement governing such inbound license (but (A) only to the extent such prohibition is enforceable under applicable law and (B) other than to the extent that any such term would be rendered ineffective pursuant to Section 9 407(a) (or any other Section) of Division 9 of the Code); provided that upon the termination, lapsing or expiration of any such prohibition, such inbound license shall automatically be subject to the security interest granted in favor of Collateral Agent hereunder and become part of the "Intellectual Property Collateral."

The rights and remedies of Collateral Agent with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement, 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 Collateral Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Collateral Agent of any other rights, powers or remedies.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate without novation, the Original IP Security Agreement. All security interests granted under the Original IP Security Agreement are hereby confirmed and ratified and shall continue to secure all obligations under this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

WHITEHAT SECURITY, INC

By: 

Name: STEPHANIE FOHN

Title: PRESIDENT & CEO

Address for Notices:

3970 Freedom Circle
Santa Clara, California 95054
Attn: Stephanie Fohn
FAX: (408) 904-7142

COLLATERAL AGENT:

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

Address for Notices:

55 Almaden Blvd.
San Jose, CA 95113
Attn: Technology Banking Division
Fax: (408) 282-1681

{Signature Page to Amended and Restated Intellectual Property Security Agreement}

WEST-233091767
385157-000149

TRADEMARK
REEL: 004828 FRAME: 0337

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

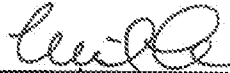
GRANTOR:

COLLATERAL AGENT:

WHITEHAT SECURITY, INC.

BRIDGE BANK, NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

By: 
Name: Michael Tederman
Title: SVP

Address for Notices:

Address for Notices:

3970 Freedom Circle
Santa Clara, California 95054
Attn: Stephanie Fohn
FAX: (408) 904-7142

55 Almaden Blvd.
San Jose, CA 95113
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{Signature Page to Amended and Restated Intellectual Property Security Agreement}

WEST\233091767
355157-000149

TRADEMARK
REEL: 004828 FRAME: 0338

EXHIBIT A
COPYRIGHTS

Description	Registration/ Application Number	Registration/ Application Date
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WEST\233091767.5
355157-000149

EXHIBIT B
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WhiteHat Security	77136962	3/21/2007

EXHIBIT C

PATENTS

Description	Registration/Application Number	Registration/ Application Date
Automated login session extender for use in security analysis system	7467402	December 16, 2008
System for detecting vulnerabilities in web applications using client-side application interfaces	11/339373	January 24, 2006
In-line website securing system with HTML processor and link verification	11/415794	May 1, 2006
Method and Apparatus for Managing Security Vulnerability Lifecycles	11/864712	September 28, 2007
Using Fuzzy Classification Models to Perform Matching Operations in a Web Application Security Scanner	11/864736	September 28, 2007
Automatic Response Culling for Web Application Security Scan Spidering Process	11/864749	September 28, 2007
Pattern Tracking and Capturing Human Insight in a Web Application Security Scanner	11/864787	September 28, 2007