

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral recorded at R/F 4718/0931		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		10/16/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Coat Systems, Inc.		
Street Address:	420 North Mary Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94086		
Entity Type:	CORPORATION: 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	BLUETOUCH	
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	

TRADEMARK

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

CORRESPONDENCE DATA

Fax Number: 2127514864
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200
 Email: angela.amaru@lw.com
 Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP
 Address Line 1: 885 Third Avenue
 Address Line 2: Suite 1000
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0268
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	10/16/2012

Total Attachments: 5
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Release") is made as of October 16, 2012, by Jefferies Finance LLC, as second lien collateral agent for the Secured Parties, (in such capacity, the "Collateral Agent"), in favor of Blue Coat Systems, Inc., a Delaware Corporation (the "Pledgor"). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement (as defined below).

WHEREAS, the Pledgor is party to that certain Second Lien Security Agreement, dated as of February 15, 2012, by and among the Pledgor, the Collateral Agent, Project Barbour Merger Corp, and the Guarantors party thereto (as amended, restated, amended and restated, or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Pledgor executed and delivered that certain Second Lien Trademark Security Agreement, dated as of February 15, 2012 (as amended, restated, amended and restated, or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Pledgor, as collateral security for the payment and performance in full of the Secured Obligations, pledged and granted 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 of the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property, whether then existing or thereafter arising or acquired from time to time: 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 A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 16, 2012 at Reel 4718, Frame 0931; and

WHEREAS, the Collateral Agent acknowledges full performance of the Secured Obligations and has agreed to release the entirety of its security interest in the Trademark Collateral.

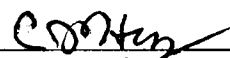
NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, and re-assigns to the Pledgor any right, title or interest that the Collateral Agent may have in or to such Trademark Collateral, all without warranty or representation of any kind.

The Collateral Agent hereby authorizes the Pledgor, or the Pledgor's authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Trademark Collateral.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

Jefferies Finance LLC
as Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

Signature Page to Trademark Release

TRADEMARK
REEL: 004882 FRAME: 0383

SCHEDULE A

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	
BLUETOUCH	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.
	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.
	09 Int.	02-Sep-2003	23-May-2006	
REPORTCENTER	Registered	77142617	3400910	Blue Coat Systems, Inc.
	09 Int.	28-Mar-2007	25-Mar-2008	

<u>Trademark</u>	<u>Status / Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
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.