

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
Fishnet Security, Inc.		11/30/2012	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3556895	ACUITY SOLUTIONS SECURING THE CONNECTED WORLD
Serial Number:	77015871	MAKO
Registration Number:	2658698	SIEGEWORKS
Serial Number:	85602313	THREATDETECT
Serial Number:	85602291	THREATPROTECT
Registration Number:	3103072	TRUE NORTH SOLUTIONS
Registration Number:	3444716	TPISA2
Serial Number:	85602272	6LABS
Registration Number:	3219901	

CORRESPONDENCE DATA

Fax Number: 2026638007
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2026638000
 Email: dctm@pillsburylaw.com

CH \$240.00 3556895

Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 042802-0000098

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Patrick J. Jennings

Signature: /Pat Jennings/

Date: 11/30/2012

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (PATENTS AND TRADEMARKS)

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of November 30, 2012 (the “**Effective Date**”) between the signatory hereto (the “**Grantor**”) in favor of **BNP PARIBAS**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of November 30, 2012 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of Grantor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(c) All Trademarks (as defined in the Pledge and Security Agreement), whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed in **Schedule 1** attached hereto.

Section 2. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and

provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


FISHNET SECURITY, INC.,
as a Grantor

By: 
Name: _____
Title:

[Signature page to Intellectual Property Security Agreement (Patents and Trademarks)]

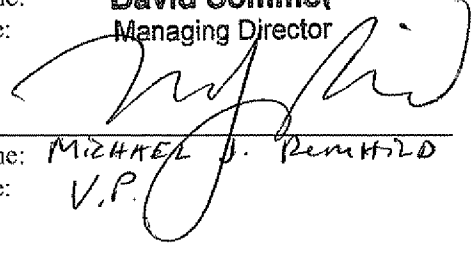
TRADEMARK
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BNP PARIBAS, as Collateral Agent

By: 

Name: **David Sommer**

Title: **Managing Director**

By: 

Name: **MICHAEL J. REMBOLD**




Title: **V.P.**

[Signature page to Intellectual Property Security Agreement (Patents and Trademarks)]

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SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Trademarks

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
U.S.		Serial No. 77/477,933 Reg. No. 3,556,895	Filing Date 5/19/2008 Reg. Date 1/6/2009	FishNet Security, Inc.	Registered
U.S.		Serial No. 77/015,871	Filing Date 10/6/2006	FishNet Security Inc.	Abandoned
U.S.	SIEGEWORKS	Serial No. 76/304,408 Reg. No. 2,658,698	Filing Date 8/27/2001 Reg. Date 12/10/2002	FishNet Security Inc.	Registered
U.S.	THREATDETECT	Serial No. 85/602,313	Filing Date 4/19/2012	FishNet Security, Inc.	Pending
U.S.	THREATPROTECT	Serial No. 85/602,291	Filing Date 4/19/2012	FishNet Security, Inc.	Pending
U.S.	TrueNorth Solutions	Serial No. 78/436,186 Reg. No. 3,103,072	Filing Date 6/16/2004 Reg. Date 6/13/2006	FishNet Security, Inc.	Registered
U.S.	TPISA ²	Serial No. 77/298,622 Reg. No. 3,444,716	Filing Date 10/8/2007 Reg. Date 6/10/2008	FishNet Security, Inc.	Registered
U.S.	6LABS	Serial No. 85/602,272	Filing Date 4/19/2012	FishNet Security, Inc.	Pending
U.S.		Serial No. 78/857,610 Reg. No. 3,219,901	Filing Date 4/10/2006 Reg. Date 3/20/2007	FishNet Security, Inc.	Registered