

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Second Lien Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Websense, Inc.		06/25/2013	CORPORATION: DELAWARE
	Portauthority Technologies, Inc.		06/25/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Royal Bank of Canada			
Street Address:	20 King Street West, 4th Floor			
City:	Toronto			
State/Country:	CANADA			
Postal Code:	M5H 1C4			
Entity Type:	Bank: CANADA			
PROPERTY NUMBERS Total: 10				
	Property Type	Number	Word Mark	
	Registration Number:	4004921	DEFENSIO	
	Registration Number:	3655136	THREATSEEKER	
	Registration Number:	2122340	WEBSENSE	
	Registration Number:	2189713	WEBSENSE	
	Registration Number:	3638370	WEBSENSE	
	Registration Number:	3638369	WEBSENSE YES!	
	Registration Number:	3638371	YES	
	Registration Number:	4274048	TRITON	
	Registration Number:	2772306	PORTAUTHORITY	
	Registration Number:	3178443	PORTAUTHORITY TECHNOLOGIES	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>				

OP \$265.00 4004921

via US Mail.

Phone: 212-701-3365
Email: david.adams@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

DOMESTIC REPRESENTATIVE

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

NAME OF SUBMITTER:

Elaine Carrera

Signature:

/David Adams TR/

Date:

06/27/2013

Total Attachments: 7

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of June 25, 2013 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Royal Bank of Canada, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of June 25, 2013 (as amended, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Tomahawk Acquisition, LLC, a Delaware limited liability company which will be converted on or around the date hereof after the consummation of the Closing Date Acquisition to a Delaware corporation with the name Tomahawk Acquisition, Inc., certain subsidiaries of Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the 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 the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral");

- (a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in

the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

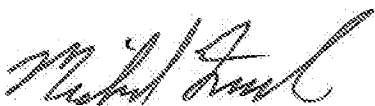
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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEBSense, INC.

By: 
Name: Michael Fosnaugh
Title: Chief Financial Officer

PORTAUTHORITY TECHNOLOGIES, INC.

By: 
Name: Michael Fosnaugh
Title: Chief Financial Officer

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

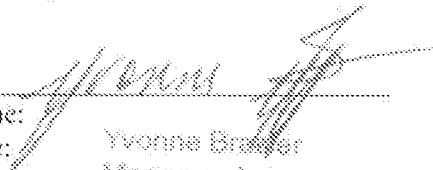
TRADEMARK
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ROYAL BANK OF CANADA,
as Collateral Agent

By:

Name:

Title:


Yvonne Brasseur
Manager, Agency

[Signature Page to Second Lien Trademark Security Agreement]

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SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Trademark	Registration Date	Registration No.
Websense, Inc.	DEFENSIO	8/2/11	4004921
Websense, Inc.	THREATSEEKER	7/14/2009	3655136
Websense, Inc.	WEBSENSE	12/16/97	2122340
Websense, Inc.	WEBSENSE	9/15/98	2189713
Websense, Inc.	WEBSENSE (Design)	6/16/09	3638370
Websense, Inc.	WEBSENSE YES!	6/16/09	3638369
Websense, Inc.	YES (Design)	6/16/09	3638371
Websense, Inc.	TRITON	1/15/13	4274048
PortAuthority Technologies, Inc.	PORTAUTHORITY	10/07/03	2772306

Owner	Trademark	Registration Date	Registration No.
PortAuthority Technologies, Inc.	PORTAUTHORITY TECHNOLOGIES	11/28/06	3178443

United States Trademark Applications:

None.