

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trustwave Holdings, Inc.		10/10/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	FI Delaware, Inc.		
Street Address:	1313 N. Market Street		
Internal Address:	Suite 5100		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2103154	FINJAN	
Registration Number:	3342753	FINJAN	
Registration Number:	3342927	FINJAN	
Registration Number:	3441388	FINJAN RUSAFE	
Registration Number:	3407051	FINJAN VITAL SECURITY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8044418530		
Email:	dawnmarie@beycotropia.com		
Correspondent Name:	Dawn-Marie Bey		
Address Line 1:	213 Bayly Court		
Address Line 4:	Richmond, VIRGINIA 23229		

ATTORNEY DOCKET NUMBER:	TRUSTWAVE TO FI DEL TM AS
NAME OF SUBMITTER:	Dawn-Marie Bey
Signature:	/Dawn-Marie Bey/
Date:	07/05/2013
<p>Total Attachments: 8 source=Assignment_M86toTrustwavetoFIDelaware#page1.tif source=Assignment_M86toTrustwavetoFIDelaware#page2.tif source=Assignment_M86toTrustwavetoFIDelaware#page3.tif source=Assignment_M86toTrustwavetoFIDelaware#page4.tif source=Assignment_M86toTrustwavetoFIDelaware#page5.tif source=Assignment_M86toTrustwavetoFIDelaware#page6.tif source=Assignment_M86toTrustwavetoFIDelaware#page7.tif source=Assignment_M86toTrustwavetoFIDelaware#page8.tif</p>	

## TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

THIS TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT (the "Agreement"), is made as of this 10 day of October, 2012 between FI Delaware, Inc., a Delaware corporation, together with its assignees and successors ("FI Delaware"), of c/o Pepper Hamilton LLP, 1313 N. Market Street, Suite 5100, Wilmington, DE 19801, [danielc@tslaw.co.il](mailto:danielc@tslaw.co.il), and Trustwave Holdings, Inc., ("Trustwave") a Delaware corporation, together with its assignees and successors, of 70 W. Madison, Suite 1050, Chicago, IL 60602, [legal@trustwave.com](mailto:legal@trustwave.com).

WHEREAS, in the Stock and Asset Purchase Agreement among M86 Security, Inc., M86 Americas, Inc., Finjan Software, Inc., Finjan, Inc., Finjan Software (UK) Limited, and Finjan Software B.V., dated November 2, 2009, the named Finjan entities transferred their sole right to use the name "Finjan" or similar names including the word "Finjan" (collectively, "Marks") to the named M86 entities in exchange for a perpetual, non-exclusive, worldwide license to the Marks (a copy of the Marks is attached hereto as Exhibit A);

WHEREAS, in connection with the Agreement and Plan of Merger and Reorganization by and among certain parties including M86 Security, Inc., M86 Acquisition Corp., and Trustwave Holdings, Trustwave acquired all of M86's rights with respect to the Marks;

WHEREAS, FI Delaware, formerly known as Finjan, Inc., desires to obtain rights to own and use the Marks;

WHEREAS, Trustwave desires to transfer and assign its rights to the Marks to FI Delaware, and obtain a perpetual, non-exclusive, world-wide license to use the Marks;

NOW THEREFORE, in consideration of the covenants and conditions hereinafter contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **TRUSTWAVE'S TRANSFER.** Trustwave shall transfer to FI Delaware any rights, title, and interest it possessed with respect to the Marks, including but not limited to the name "Finjan," service marks, trademarks, trade names, d/b/a names, fictitious names, identifying symbols, logos, corporate names, trade dress and other designators of origin, registered or unregistered, emblems or signs containing or comprising the foregoing. Trustwave shall also transfer to FI Delaware any goodwill associated with the Marks.
2. **FI DELAWARE'S GRANT.** Upon the transfer set forth in Paragraph 1, FI Delaware shall grant Trustwave a perpetual, irrevocable, free or at no charge or cost whatsoever, non-exclusive, world-wide license to use the Marks solely in connection with its operations and activities at this time or hereafter. For example, Trustwave may use the Marks for any and all business purposes.
3. **QUALITY CONTROL; RIGHT TO INSPECT.** Trustwave acknowledges and agrees that FI Delaware has the exclusive right to control the nature, type, image, and quality of the Marks. FI Delaware shall have the right at any time to amend or change any or all of its Marks and will give written notice to Trustwave of any amendment or changes. FI Delaware shall have the right at any agreed upon time with reasonable notice to inspect public materials produced by or on behalf of Trustwave bearing the Marks to confirm conformity with quality standards and

ensure there is no use of the Marks that disparages the reputation or goodwill of FI Delaware or any of its affiliated organizations.

4. REPRESENTATIONS AND WARRANTIES. Each of the parties represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (ii) this Agreement constitutes its valid and binding obligations; (iii) the execution and performance of this Agreement will not conflict with any provision of any other agreement to which it is a party or by which its property is bound; and (iv) it will at all times comply with its obligations under this Agreement.

5. ENFORCEMENT AND INDEMNITY. FI Delaware shall have sole right to take such action as it, in its sole discretion, deems necessary or advisable to stop any infringement or disparagement of the Marks. FI Delaware shall settle or defend all claims made by third parties against Trustwave and shall thereby indemnify and hold Trustwave, its officers, directors, agents and employees, harmless from any and all claims made against Trustwave for infringement or unfair competition in connection with Trustwave in accordance with the terms of this Agreement.

6. ASSIGNABILITY. Neither party may assign, delegate nor otherwise transfer the rights or obligations associated with this Agreement, in whole or in part, without the prior written consent of the other party; provided however, no written consent shall be required to assign this Agreement to any parent or the wholly owned subsidiary of the party. Furthermore, no written consent shall be required for Trustwave to assign this Agreement to its successor as a result of a merger, acquisition, sale, transfer or other disposition of all or substantially all of its assets.

7. NOTICES. All notices under this Agreement shall be giving in writing to the addresses set forth above or to such other address (e.g. via email) as either FI Delaware or Trustwave may substitute by notice hereunder. All notices shall be deemed given on the date of receipt.

8. APPLICABLE LAW. This Agreement shall be construed in accordance with the laws of the State of Delaware, excluding its conflicts of law provisions.

9. COSTS. FI Delaware agrees to pay all reasonable costs and fees incurred by Trustwave in connection with the registration of the Marks in the name of FI Delaware.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

FI DELAWARE, INC.

By:  \_\_\_\_\_

Name: DANIELA CHINN

Title: CEO

TRUSTWAVE HOLDINGS, INC.



By: Robert J. McCullen

Name: Robert J. McCullen

Title: CEO

10/9/12

# Exhibit A

Trademark	Status	Case Number/Sub-Case	App Number Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Due Date(s)
FINJAN Country: Australia Classes: 09 Int.	Allow to Lapse	0042104023458275/	1140703 1140703	13-Oct-2006 22-May-2007	First Renewal	13-Oct-2016
FINJAN Country: Australia Classes: 42 Int., 45 Int.	Allow to Lapse	0042104023458277/	1190480 1190480	07-Aug-2007 04-Jan-2008	First Renewal	07-Aug-2017
FINJAN Country: Canada Classes: 09 Int.	Registered	0042104023458244/	1352281 TMA720787	19-Jun-2007 13-Aug-2008	First Renewal	13-Aug-2023
FINJAN Country: Canada Classes: 09 Int.	Registered	0042104023458260/	0861043 TMA505815	10-Nov-1997 21-Dec-1998	First Renewal	21-Dec-2013
FINJAN Country: European Community Classes: 09 Int.	Registered	0042104023458263/	006196513 006196513	14-Aug-2007 05-Aug-2008	First Renewal	14-Aug-2017
FINJAN Country: European Community Classes: 09 Int.	Registered	0042104023458273/	000671305 000671305	47-Nov-1997 07-Jun-1999	Next Renewal	07-Nov-2017
FINJAN Country: Israel Classes: 09 Int.	Registered	0042104023458274/	115784 115784	37-Nov-1997 37-Jan-1999	Next Renewal	07-Nov-2018

Trademark	Status Case Number/Sub-Case	App Number Reg Number	App Date Reg Date	Client Ref Number Next Action(s)	Disc Date(s)
FINJAN Country: Israel Classes: 42 Int.	Allow to Lapse 00421040235990015/	202893 202893	08-Aug-2007 04-Dec-2008	First Renewal	08-Aug-2017
FINJAN Country: Israel Classes: 45 Int.	Allow to Lapse 00421040235990016/	202896 202896	08-Aug-2007 04-Dec-2008	First Renewal	08-Aug-2017
FINJAN Country: United States of America Classes: 09 Int.	Registered 0042104023458280/	75162012 2103154	06-Sep-1996 07-Oct-1997	Next Renewal	07-Oct-2017
FINJAN Country: United States of America Classes: 09 Int.	Registered 0042104023458281/	77067517 3342753	19-Dec-2006 27-Nov-2007	Sec 8&15 Dec - 6th Year First Renewal	27-Nov-2013 27-Nov-2017
FINJAN Country: United States of America Classes: 42 Int., 45 Int.	Registered 0042104023458282/	77108840 3342927	15-Feb-2007 27-Nov-2007	Sec 8&15 Dec - 6th Year First Renewal	27-Nov-2013 27-Nov-2017
FINJAN RUSAFE Country: Canada	Allowed 0042104023458283/	1347265	14-May-2007	REGISTRATION FEES DUE Declaration of Use	14-May-2010 14-May-2010
FINJAN RUSAFE Country: European Community Classes: 09 Int., 42 Int.	Registered 0042104023458284/	005905195 005905195	14-May-2007 19-May-2008	First Renewal	14-May-2017

Trademark	Status CaseNumber/SubCase	App Number Reg Number	App Date Reg Date	Class Ref Number Next Action(s)	Dec Date(s)
FINJIAN RUSAFE Country: United States of America Classes: 09 Int., 38 Int., 42 Int.	Registered 0042104023990005/	7704021 3441388	14-Nov-2006 02-Jun-2008	Sec 8&15 Dec - 6th Year First Renewal	03-Jan-2014 03-Jun-2018
FINJIAN SOFTWARE & Design Country: Canada Classes: 09 Int., 38 Int., 42 Int.	Allow to Lapse 0042104023990008/	1175556 TMA616772	25-Apr-2003 17-Aug-2004	First Renewal	17-Aug-2019
FINJIAN SOFTWARE & Design Country: European Community Classes: 09 Int., 38 Int., 42 Int.	Allow to Lapse 0042104023990007/	003138823 003138823	17-Apr-2003 28-Apr-2004	First Renewal	17-Apr-2013
FINJIAN SOFTWARE & Design Country: Israel Classes: 09 Int.	Allow to Lapse 0042104023990005/	163765 163765	09-Apr-2003 14-Apr-2004	First Renewal	09-Apr-2013
FINJIAN SOFTWARE & Design Country: Japan Classes: 09 Int., 38 Int., 42 Int.	Allow to Lapse 0042104023990009/	3003-042205 4801282	23-May-2003 10-Sep-2004	First Renewal	10-Sep-2014
FINJIAN SOFTWARE & Design Country: United States of America Classes: 09 Int., 38 Int., 42 Int., 45 Int.	Allow to Lapse 0042104023990014/	76531537 2927311	28-Jul-2003 22-Feb-2005	Sec 8&15 Dec - 6th Year First Renewal	22-Feb-2011 22-Feb-2015
FINJIAN VITAL SECURITY & Design Country: Canada Classes: 09 Int., 38 Int., 42 Int.	Registered 0042104023990051/	1315285 TMA731927	05-Sep-2006 08-Jan-2009	First Renewal	08-Jan-2024



Trademark	Status	App Number	App Date	Class Ref Number	Due Date(s)
	Case Number/Sub Case	Reg Number	Reg Date	Next Action(s)	
<b>FINJAN VITAL SECURITY &amp; Design</b> Country: Intl Registration - Madrid Agreement / Protocol Classes: 09 Int.	Registered 004210402345848/	00910844 910844	08-Feb-2007 12-Jul-2007	RENEWAL DUJE	30-Aug-2016
<b>FINJAN VITAL SECURITY &amp; Design</b> Country: Israel Classes: 09 Int.	Registered 004210402345848/	193325 193325	03-Sep-2006 06-Aug-2008	First Renewal	03-Sep-2016
<b>FINJAN VITAL SECURITY &amp; Design</b> Country: United States of America Classes: 09 Int.	Registered 0042104023458524/	78829421 3407051	05-Mar-2006 01-Apr-2008	See 8.615 Dec - 6th Year First Renewal	01-Apr-2014 01-Apr-2018
<b>FINJAN, SECURING YOUR WEB</b> Country: Canada Classes: 09 Int., 16 Int., 38 Int., 42 Int.	Pending 0042104023458250/	1315284	05-Sep-2006	Cert Copy US Reg Due	28-Jan-2010
<b>FINJAN, SECURING YOUR WEB</b> Country: Intl Registration - Madrid Agreement / Protocol Classes: 09 Int., 38 Int., 42 Int.	Registered 910843/	0910843	30-Aug-2006 30-Aug-2006	First Renewal	30-Aug-2016
<b>FINJAN, SECURING YOUR WEB</b> Country: Israel Classes: 09 Int.	Registered 0042104023458290/	193329 193329	03-Sep-2006 06-Aug-2008	First Renewal	03-Sep-2016
<b>FINJAN, SECURING YOUR WEB</b> Country: United States of America Classes: 09 Int., 38 Int., 42 Int., 45 Int.	Opposed 78829422/	78829422	05-Mar-2006	Answer Due Discovery Closes Plaintiff 30-day Period Ends Defendant 30-day Period Ends Plaintiff 15-day Rebuttal Ends	28-Jan-2010 29-Apr-2010 28-Jul-2010 26-Sep-2010 10-Nov-2010

Trademark Status Report

Trademark	Status	App Number Reg Number	App Date Reg Date	Client Ref/Number Next Action(s)	Disc Date(s)
<b>VITAL SECURITY</b> Country: Canada Classes: 09 Int., 16 Int., 33 Int., 42 Int., 45 Int.	Registered 0042104023458253/	132799900 TMA777241	13-Dec-2006 28-Oct-2008	First Renewal	28-Oct-2023
<b>VITAL SECURITY</b> Country: Israel / Registration - Madrid Agreement / Protocol Classes: 09 Int., 38 Int., 42 Int.	Registered 0042104023458252/	A0005752 912532	31-Mar-2007 06-Sep-2006	First Renewal	06-Sep-2016
<b>VITAL SECURITY</b> Country: Israel Classes: 09 Int.	Registered 004210402345826/	194469 194469	15-Oct-2006 22-Jan-2009	First Renewal	15-Oct-2016
<b>VITAL SECURITY</b> Country: United States of America Classes: 09 Int.	Registered 004210402345827/	78295160 3098844	02-Sep-2003 30-May-2006	Sec. 8&15 Dec - 6th Year First Renewal	30-May-2012 30-May-2016