

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Third Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BeyondTrust Software, Inc.		12/18/2013	CORPORATION: CALIFORNIA
eEye Inc.		12/18/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85637090	SECURING THE PERIMETER WITHIN	
Serial Number:	85667492	SECURITY IN CONTEXT	
Serial Number:	86017934	BEYONDSAAS	
Serial Number:	86070977	BEYONDINSIGHT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	058438-0188		

CH \$115.00 85637090

NAME OF SUBMITTER:	Jennifer C. Evans
Signature:	/jce/
Date:	12/19/2013
Total Attachments: 5 source=Third Amendment to Trademark Security Agreement#page1.tif source=Third Amendment to Trademark Security Agreement#page2.tif source=Third Amendment to Trademark Security Agreement#page3.tif source=Third Amendment to Trademark Security Agreement#page4.tif source=Third Amendment to Trademark Security Agreement#page5.tif	

THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

THIS THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT (the "Amendment"), is dated as of December 18, 2013, and entered into by and between the Grantors listed on the signature pages hereof and Wells Fargo Capital Finance, LLC, a Delaware limited liability company ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity together with its successors and assigns in such capacity, "Agent").

RECITALS

A. BeyondTrust Software, Inc. ("Company"), the other Loan Parties party thereto, the Lenders party thereto from time to time and Agent are parties to a Credit Agreement dated April 8, 2011 (as amended and restated on December 1, 2012, as further amended and restated on December 18, 2013, and as may be further amended, restated, supplemented or restated from time to time, the "Credit Agreement").

B. To induce Agent to provide the financial accommodations described in the Credit Agreement, Company, the other Grantors party thereto and Agent entered into that certain Trademark Security Agreement, dated as of April 8, 2011 (as recorded with the United States Patent and Trademark Office at REEL/FRAME 004527/0065, as amended, restated, supplemented or restated from time to time the "Agreement") and that certain Security Agreement, dated as of April 8, 2011 (as amended, reaffirmed, restated, supplemented or restated from time to time, the "Security Agreement"). Capitalized terms used in these recitals have the meanings given to them in the Credit Agreement or in the Security Agreement unless otherwise specified.

C. The Company has requested that Agent modify and amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Amendments to the Agreement. Schedule I to the Agreement is hereby amended by adding the following under the heading "TRADEMARK REGISTRATIONS":

BeyondTrust Software, Inc.:

Trademark Registrations

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
BeyondTrust	Canada	853832	BeyondTrust Software, Inc.
Beyondtrust	Mexico	1268969	BeyondTrust Software, Inc.
BeyondTrust	Singapore	T0713296I	BeyondTrust Software, Inc.
BeyondTrust	Australia	1181779	BeyondTrust Software, Inc.

SECURING THE PERIMETER WITHIN	United States	85637090	BeyondTrust Software, Inc.
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Trademark Applications

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
SECURITY IN CONTEXT	United States	85667492	BeyondTrust Software, Inc.
BEYONDSAAS	United States	86017934	BeyondTrust Software, Inc.
BEYONDINSIGHT	United States	86070977	BeyondTrust Software, Inc.
Q POWERBROKER and design	Mexico	1212778	BeyondTrust Software, Inc.
POWERBROKER	Colombia	13 165156	BeyondTrust Software, Inc.
BeyondTrust	Colombia	13 165158	BeyondTrust Software, Inc.
BeyondTrust	Singapore	T1312059D	BeyondTrust Software, Inc.
Q POWERBROKER and design	Australia		BeyondTrust Software, Inc.

2. No Other Changes. Except as modified by this Amendment, all of the terms and conditions of the Agreement and the Credit Agreement shall remain in full force and effect are hereby ratified and reaffirmed by Company.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the day and year first above written.

GRANTORS:

BEYONDTRUST SOFTWARE, INC.,
a California corporation

By: 

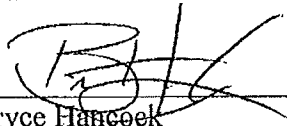
Name: Bryce Hancock

Title: Chief Financial Officer

[Signature Page for Third Amendment to Trademark Security Agreement]

eEYE INC,
a Delaware corporation

By:
Name:
Title:

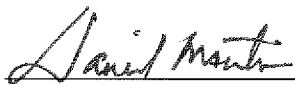

Bryce Hancock
Chief Financial Officer

[Signature Page for Third Amendment to Trademark Security Agreement]

TRADEMARK
REEL: 005177 FRAME: 0616

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Daniel Morihira
Title: Director

[Signature Page for Third Amendment to Trademark Security Agreement]

RECORDED: 12/19/2013

TRADEMARK
REEL: 005177 FRAME: 0617