

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
EDGEWAVE, INC.		01/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH III, L.P.		
Street Address:	150 Pacific Avenue		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3238920	ST. BERNARD	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	306639-102 EDGEWAVE		
NAME OF SUBMITTER:	Erin O'Brien		
Signature:	/Erin O'Brien/		

CH \$40.00 3238920

Date:

02/24/2014

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 30, 2012, by and between PARTNERS FOR GROWTH III, L.P. ("PFG") and Edgewave, Inc., a Delaware corporation (individually and collectively, "Grantor"), with reference to the following facts:

A. PFG and Grantor, as Borrower, are parties to that certain Loan and Security Agreement of even date with this Agreement (as amended from time to time, the "Loan Agreement"). (Capitalized terms used herein have the meaning assigned in the Loan Agreement.)

B. Pursuant to the Loan Agreement, Grantor has granted to PFG a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

Grantor agrees as follows:

1. To secure performance of all of its "Obligations" as defined in the Loan Agreement, Grantor grants to PFG a security interest in all of Grantor's right, title and interest in Grantor's Intellectual Property, including without limitation (i) the trademarks and servicemarks listed or required to be listed from time to time on Schedule A hereto, whether registered or not, and all applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, and (ii) the patents and patent applications listed or required to be listed from time to time on Schedule B hereto and all like protections including, without limitation, all improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, (iii) all copyrights, maskworks, software, computer programs and other works of authorship listed or required to be listed from time to time on Schedule C hereto, and all extensions and renewals thereof, (iv) all domain names and domain name rights used in connection with its business and that of its Subsidiaries, all legal and equitable rights in domain names and ownership thereof, domain registry, domain servers, web hosting and related contracts, services and facilities (collectively, "Domain Rights") listed or required to be listed from time to time on Schedule D hereto, and all extensions and renewals thereof, and (v) all rights to recover for past or future infringement of any of the foregoing, and (vi) all right, title and interest in and to any and all present and future license agreements with respect to any of the foregoing, and (vii) all present and future accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. Grantor represents and warrants that (i) listed on Schedule A hereto are all trademark registrations and pending registrations owned or controlled by Grantor, (ii) listed on Schedule B are all patents and patent applications owned or controlled by Grantor, (iii) listed on Schedule C are all

copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by Grantor which are registered with the United States Copyright Office, and (iv) listed on Schedule D are all Domain Rights in which Grantor has any legal, contractual or equitable right.

3. Grantor shall: (a) protect, defend and maintain the validity and enforceability of its intellectual property, other than intellectual property of immaterial business and monetary value that Grantor's executive management has made a determination not to maintain; (b) promptly advise PFG in writing of material infringements of its intellectual property; and (c) not allow any intellectual property material to Grantor's business to be abandoned, forfeited or dedicated to the public without PFG's written consent. If, before the Obligations have been paid and/or performed in full, Grantor shall (i) acquire or apply for registration of any trademark, service mark or trade name, (ii) apply for registration of any patent or file or acquire any patent or patent application; (iii) create or acquire any published or material unpublished works of authorship material to the business that is or is to be registered with the U.S. Copyright Office or any non-U.S. equivalent; or (iv) register or acquire any domain name or domain name rights, then the provisions of Section 1 shall automatically apply thereto, and Grantor shall use commercially reasonable efforts to give PFG advance notice thereof in writing and in any event shall thereafter give PFG prompt notice thereof in writing, in no event later than 30 Business Days from the date of any such action. Grantor shall further provide PFG with a copy of the foregoing and shall take such further actions as PFG may reasonably request from time to time to perfect or continue the perfection of PFG's interest in such intellectual property.

4. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits any of the terms or provisions of the Loan Agreement, and PFG's rights hereunder and under the Loan Agreement are cumulative. This Agreement, the Loan Agreement and the other Loan Documents set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and supersede all prior discussions, oral representations, oral agreements and oral understandings between the parties. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. In the event of any litigation between the parties based upon, arising out of, or in any way relating to this Agreement, the prevailing party shall be entitled to recover all of its reasonable costs and expenses (including without limitation reasonable attorneys' fees) from the non-prevailing party. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of PFG and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of California.

5. Grantor agrees that simultaneously with the execution of this Agreement, and thereafter upon any amendment of Schedule A, Schedule B, Schedule C or Schedule D, the appropriate entities constituting Grantor shall execute notices in the forms appended hereto (each, a "Notice"), as appropriate,

with respect to all of the pledged Intellectual Property, now owned or hereafter acquired, and shall deliver each Notice to PFG for the purpose of recordation at the U.S. Patent and Trademark Office or the U.S. Copyright Office, or otherwise, as appropriate. Whether or not Grantor executes such a Notice reflecting new Intellectual Property, for so long as Obligations remain unpaid, Grantor hereby irrevocably appoints PFG as its lawful attorney-in-fact without any further authorization to file such notices, liens or other instruments as may be customary from time to time for PFG to perfect security interests in Grantor's Intellectual Property. With respect to the power of attorney granted in the attached Domain Rights Collateral Agreement and Notice, so long as no default has occurred and is continuing under the Loan Documents, PFG shall not take any action referenced therein in the name of Grantor.

[Signature Page Follows]

Address of Grantor:
15333 Avenue of Science
Suite 100
San Diego, CA 92128

Edgewave, Inc.

By: *Don Ryan*
Name: *Don Ryan*
Title: *C.F.O.*

Address of PFG:
Partners for Growth III, L.P.
150 Pacific Avenue
San Francisco, California 94111

PARTNERS FOR GROWTH III, L.P.

By: _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its: General Partner

Address of Grantor:
15333 Avenue of Science
Suite 100
San Diego, CA 92128

Edgewave, Inc.

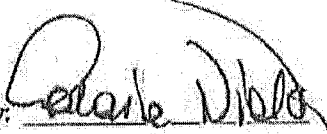
By: _____

Name: _____

Title: _____

Address of PFG:
Partners for Growth III, L.P.
150 Pacific Avenue
San Francisco, California 94111

PARTNERS FOR GROWTH III, L.P.

By: 

Name: Lorraine Nield

Title: Manager, Partners for Growth III, LLC
Its: General Partner

SCHEDULE A
Edgewave, Inc.
Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
4052055	11/8/2011	Edgewave	Edgewave
78298124	6/7/2005	ePrism	Edgewave
75823687	9/11/2001	iPrism	Edgewave
3238920	05/08/2007	St. Bernard	Edgewave

SCHEDULE B
Edgewave, Inc.

Patent Schedule

Patent/Application Number	Title	Owner

SCHEDULE C

Edgewave, Inc.

COPYRIGHTS

Copyright Number	Date	Title / Work	Owner

SCHEDULE D

Edgewave, Inc.

DOMAIN RIGHTS

<u>Domain Name</u>	<u>Service Provider Contact Details and Account Number (if any)</u>	<u>Owner and Registrar or Administrative Contact of Record</u>	<u>Expiry Date of Domain</u>
Stbernard.com	DOTSTER	Registrant: St Bernard Software 15015 Avenue of Science San Diego, CA 92128 US Administrative, Technical Contact: Robinson, John administrator@stbernard.com	01-JAN-13
Redcondor.com	easyDNS Technologi es, Inc	Registrant: Red Condor, Inc. 1300 Valley House Dr, Suite 115 Rohnert Park, CA 94928 US Administrative Contact: Operations, Network noc@redcondor.com	25-Jan-2019
Edgewave.com	DOTSTER	Registrant: St Bernard Software 15015 Avenue of Science San Diego, CA 92128 US Administrative, Technical Contact: Software, St Bernard webmaster@stbernard.com	27-OCT-13

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of January 30, 2012, is between Edgewave, Inc., a Delaware corporation with its principal place of business at 15333 Avenue of Science, Suite 100, San Diego, CA 92128 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Edgewave, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

EXHIBIT 1
Edgewave, Inc.

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
4052055	11/8/2011	Edgewave	Edgewave
78298124	6/7/2005	ePrism	Edgewave
75823687	9/11/2001	iPrism	Edgewave
3238920	05/08/2007	St. Bernard	Edgewave

PATENT COLLATERAL AGREEMENT AND NOTICE

This Patent Collateral Agreement and Notice dated as of January 30, 2012, is between Edgewave, Inc., a Delaware corporation with its principal place of business at 15333 Avenue of Science, Suite 100, San Diego, CA 92128 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain United States patents and/or patent applications as listed on Exhibit 1 hereto (the "Patents"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Patents and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Patents and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Edgewave, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

EXHIBIT 1
Edgewave, Inc.
Patent Schedule

Patent/Application Number	Title	Owner

COPYRIGHT COLLATERAL AGREEMENT AND NOTICE

This Copyright Collateral Agreement and Notice dated as of January 30, 2012, is between Edgewave, Inc., a Delaware corporation with its principal place of business at 15333 Avenue of Science, Suite 100, San Diego, CA 92128 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain copyrightable works which are the subject of United States copyright registrations and/or copyright applications as listed on Exhibit 1 hereto (the "Copyrights"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Copyrights and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Copyrights and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Edgewave, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth III, LLC
Its General Partner

EXHIBIT 1

Edgewave, Inc.

COPYRIGHT SCHEDULE

Copyright Number	Date	Title / Work	Owner

DOMAIN RIGHTS COLLATERAL AGREEMENT AND NOTICE

This Domain Rights Collateral Agreement and Notice dated as of January 30, 2012, is between Edgewave, Inc., a Delaware corporation with its principal place of business at 15333 Avenue of Science, Suite 100, San Diego, CA 92128 ("Assignor") and Partners for Growth III, L.P., 150 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Loan and Security Agreement of even date herewith, by and between Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain Domain Rights as defined in the Loan Documents which are, as of the date hereof, as listed on Exhibit 1 hereto (the "Domain Rights"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Domain Rights and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee of even date herewith, by and between Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations: (1) Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Domain Rights and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor; and (2) Assignor hereby irrevocably appoints PFG as its lawful attorney-in-fact without any further authorization to take any action and file any notice on behalf of Assignor that Assignor itself could file in respect of its Domain Rights, including without limitation, to transfer Domain Rights, change administrative contacts in respect of Domain Rights, maintain Domain Rights, and provide instructions to domain hosting services and any domain name registrars.

Executed as of the date first above written.

Assignor:

Edgewave, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH III, L.P.

By _____

Name: _____

**Title: Manager, Partners for Growth III, LLC
Its General Partner**

SCHEDULE D

Edgewave, Inc.

DOMAIN RIGHTS

<u>Domain Name</u>	<u>Service Provider Contact Details and Account Number (if any)</u>	<u>Owner and Registrar or Administrative Contact of Record</u>	<u>Expiry Date of Domain</u>
Stbernard.com	DOTSTER	Registrant: St Bernard Software 15015 Avenue of Science San Diego, CA 92128 US Administrative, Technical Co ntact: Robinson, John administrator@stbernard.com	01-JAN-13
Redcondor.com	easyDNS Technologi es, Inc	Registrant: Red Condor, Inc. 1300 Valley House Dr, Suite 115 Rohnert Park, CA 94928 US Administrative Contact: Operations, Network noc@redcondor.com	25-Jan-2019
Edgewave.com	DOTSTER	Registrant: St Bernard Software 15015 Avenue of Science San Diego, CA 92128 US Administrative, Technical Co ntact: Software, St Bernard webmaster@stbernard.com	27-OCT-13

TRADEMARK