

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298206

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SafeNet, Inc.		03/05/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 S. Tryon Street NC1-002-15-36		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 17</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4343275	SAFENET	
<b>Registration Number:</b>	2484541	SAFENET	
<b>Registration Number:</b>	3421074	SAFENET	
<b>Registration Number:</b>	2484721	SAFENET	
<b>Registration Number:</b>	2240060	SAFENET	
<b>Registration Number:</b>	3978327	SENTINEL	
<b>Registration Number:</b>	3970784	SENTINEL	
<b>Registration Number:</b>	1873716	SENTINEL	
<b>Registration Number:</b>	1752276	SENTINEL	
<b>Registration Number:</b>	2369180	LUNA	
<b>Registration Number:</b>	3445078	IKEY	
<b>Registration Number:</b>	3308965	EDGESECURE	
<b>Registration Number:</b>	3393371	INGRIAN KEYSECURE	
<b>Registration Number:</b>	4051096	PROTECTFILE	
<b>Registration Number:</b>	4072878	ETOKEN	
<b>Registration Number:</b>	4166637	PROTECTDRIVE	
<b>Registration Number:</b>	2974008	DATASECURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$440.00 4343275

**Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.**

**Email:** marina.kelly@thomsonreuters.com  
**Correspondent Name:** Ken Tan, Legal Assistant  
**Address Line 1:** 80 Pine Street  
**Address Line 2:** c/o Cahill Gordon & Reindel LLP  
**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Ken Tan, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	03/14/2014

**Total Attachments: 6**  
source=38 - Second Lien TM Security Agreement C#page1.tif  
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source=38 - Second Lien TM Security Agreement C#page6.tif

**Second Lien Trademark Security Agreement**

**Second Lien Trademark Security Agreement**, dated as of March 5, 2014, by and between SAFENET, INC., a Delaware corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., in its capacity as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Company, Holdings and any Subsidiaries of the Company that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of March 5, 2014, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED IT IS AGREED:

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.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor 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 property, rights and interests of the Grantor:

- (a) Trademarks of the Grantor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than to the extent set forth in the Security Agreement).

SECTION 3. Security Agreement. This Second Lien Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent

with respect to the security interest in the Trademarks 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. Subject to the terms of the Intercreditor Agreement, in the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than Unasserted Obligations) and the cancellation or termination of the Commitments and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Governing Law. This Second Lien Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Counterparts. This Second Lien 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

SAFENET, INC.

By: 

\_\_\_\_\_  
Name: Michael Branca  
Title: Senior Vice President and Chief  
Financial Officer

[Signature Page to Trademark Security Agreement (Second Lien)]

**TRADEMARK**  
**REEL: 005237 FRAME: 0619**

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:   
Name: Darleen R Parmelee  
Title: Vice President

[Second Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005237 FRAME: 0620**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
SafeNet, Inc.	4,343,275	SAFENET
SafeNet, Inc.	2,484,541	SAFENET
SafeNet, Inc.	3,421,074	SAFENET & Design
SafeNet, Inc.	2,484,721	SAFENET & Old Arrow Design
SafeNet, Inc.	2,240,060	SAFENET (Stylized)
SafeNet, Inc.	3,978,327	SENTINEL
SafeNet, Inc.	3,970,784	SENTINEL
SafeNet, Inc.	1,873,716	SENTINEL
SafeNet, Inc.	1,752,276	SENTINEL
SafeNet, Inc.	2,369,180	LUNA
SafeNet, Inc.	3,445,078	IKEY
SafeNet, Inc.	2,974,008	DATASECURE
SafeNet, Inc.	3,308,965	EDGESECURE
SafeNet, Inc.	3,393,371	INGRIAN KEY-SECURE
SafeNet, Inc.	4,051,096	PROTECTFILE
SafeNet, Inc.	4,072,878	ETOKEN
SafeNet, Inc.	4,166,637	PROTECTDRIVE

**Trademark Applications:**

None.