

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311554

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (Second Lien)
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetMotion Wireless Holdings, Inc.		07/22/2014	CORPORATION: DELAWARE
NetMotion Wireless, Inc.		07/22/2014	CORPORATION: WASHINGTON
Lumension Security, Inc.		07/22/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Consortium Finance, LLC
Street Address:	1 Embarcadero Center, Suite 500
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2451881	NETMOTION
Registration Number:	4071370	NETMOTION WIRELESS LOCALITY
Registration Number:	4127851	MOBILITY XE
Registration Number:	2986372	INTELLISWITCHING
Registration Number:	2632643	EXPRESSQ
Registration Number:	2310055	SMART IP
Registration Number:	2576827	BROADBEAM
Registration Number:	2495183	ACCELERATING WIRELESS BUSINESS
Registration Number:	2785909	PROVEN SOLUTIONS IN MOBILITY
Registration Number:	3509732	LUMENSION
Registration Number:	3525331	LUMENSION SECURITY
Registration Number:	3856462	PLANET ANTIVIRUS
Registration Number:	2744325	CORETRACE
Registration Number:	2813013	PATCHLINK
Registration Number:	2813015	PATCHLINK
Registration Number:	3538184	PUTTING SECURITY IN A POSITION

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2917411	SECUREWAVE
Registration Number:	3152104	STAT GUARDIAN
Registration Number:	4260438	BOUNCER
Registration Number:	4140973	INTELLIGENT WHITELISTING
Registration Number:	4276186	INTELLIGENT WHITELISTING
Registration Number:	3871112	IT SECURED. SUCCESS OPTIMIZED.
Registration Number:	3873781	CORETRACE BOUNCER
Registration Number:	3502790	LUMENSION
Registration Number:	3525330	
Registration Number:	3522011	
Registration Number:	3521847	LUMENSION
Serial Number:	77274749	PUTTING SECURITY IN A POSITIVE LIGHT
Serial Number:	77251698	PATCHLINK NAC INTEGRATOR

CORRESPONDENCE DATA

Fax Number: 9192868199

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 919 286-8041

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive, Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 037039.004

NAME OF SUBMITTER: Ellen A. Rubel

SIGNATURE: /ellenarubel/

DATE SIGNED: 07/23/2014

Total Attachments: 8

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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS TRADEMARK SECURITY AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF JULY 22, 2014, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN WELLS FARGO BANK, NATIONAL ASSOCIATION, AS FIRST LIEN AGENT, AND CONSORTIUM FINANCE, LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of July, 2014, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and CONSORTIUM FINANCE, LLC, a Delaware limited liability company, in its capacity as Agent for the Lender Group (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of July 22, 2014 (as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among NETMOTION WIRELESS HOLDINGS, INC., a Delaware corporation ("Parent"), NETMOTION WIRELESS, INC., a Washington corporation ("Netmotion"), LUMENSION SECURITY, INC., a Delaware corporation ("Lumension", together with Netmotion and each other Subsidiary that becomes a party to the Credit Agreement as a "Borrower" in accordance with its terms are referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Guaranty and Security Agreement, dated as of July 22, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set

forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no

failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

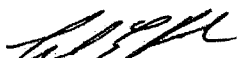
8. INTERCREDITOR AGREEMENT. Notwithstanding anything to the contrary set forth herein, prior to Payment in Full of First Lien Priority Debt (as defined in the Intercreditor Agreement), to the extent that any Grantor is required to (i) give physical possession over any Collateral to Agent under this Trademark Security Agreement or the other Loan Documents, such requirement to give possession shall be satisfied if such Collateral is delivered to and held by First Lien Agent (as defined in the Intercreditor Agreement) pursuant to the Intercreditor Agreement and (ii) take any other action with respect to the Collateral or any proceeds thereof, including delivery of such Collateral or proceeds thereof to Agent, such action shall be deemed satisfied to the extent undertaken with respect to the First Lien Agent.

[SIGNATURE PAGE FOLLOWS]

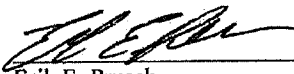
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

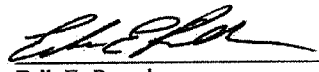
NETMOTION WIRELESS HOLDINGS, INC.,
a Delaware corporation

By: 
Name: Erik E. Prusch
Title: Chief Executive Officer

NETMOTION WIRELESS, INC.,
a Washington corporation

By: 
Name: Erik E. Prusch
Title: Chief Executive Officer

LUMENSION SECURITY, INC.,
a Delaware corporation

By: 
Name: Erik E. Prusch
Title: President

[Signature page to Trademark Security Agreement]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CONSORTIUM FINANCE, LLC,
a Delaware limited liability company

By: 

Name: _____

Title: _____

John Felix

Managing Director

[Signature page to Trademark Security Agreement]


TRADEMARK
REEL: 005327 FRAME: 0957



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

<u>Grantor</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application/ Registration No.</u>	<u>Application/ Filing Date.</u>
NetMotion Wireless, Inc.	NETMOTION	United States	2,451,881 (US)	5/15/2001
NetMotion Wireless, Inc.	NETMOTION WIRELESS LOCALITY	United States	4,071,370 (US)	12/13/2011
NetMotion Wireless, Inc.	MOBILITY XE	United States	4,127,851 (US)	4/17/2012
NetMotion Wireless, Inc.	INTELLISWITCHIN G	United States of America	2,986,372 (US)	8/16/2005
NetMotion Wireless, Inc.	EXPRESSQ	United States of America	2,632,643 (US)	10/8/2002
NetMotion Wireless, Inc.	SMART IP	United States of America	2,310,055 (US)	1/18/2000
NetMotion Wireless, Inc.	BROADBEAM	United States of America	2,576,827	6/4/2002
NetMotion Wireless, Inc.	ACCELERATING WIRELESS BUSINESS	United States of America	2,495,183	10/2/2001
NetMotion Wireless, Inc.	PROVEN SOLUTIONS IN MOBILITY	United States of America	2,785,909	11/25/2003

Grantor	Trademark	Country	Application/ Registration No.	Application/Filing Date.
Lumension Security, Inc.	LUMENSION (and design)	United States of America	3,509,732	8/31/2007
Lumension Security, Inc.	LUMENSION SECURITY (color)	United States of America	3,525,331	9/1/2007
Lumension Security, Inc.	PLANET ANTIVIRUS	United States of America	3,856,462	2/23/2010
Lumension Security, Inc.	CORETRACE	United States of America	2,744,325	1/3/2002

Grantor	Trademark	Country	Application/ Registration No.	Application/Filing Date.
Lumension Security, Inc.	PATCHLINK	United States of America	2,813,013	1/23/2003
Lumension Security, Inc.	PATCHLINK	United States of America	2,813,015	1/23/2003
Lumension Security, Inc.	PUTTING SECURITY IN A POSITIVE LIGHT	United States of America	3,538,184	9/4/2007
Lumension Security, Inc.	PUTTING SECURITY IN A POSITIVE LIGHT	United States of America	77/274,749	09/07/2007
Lumension Security, Inc.	SECUREWAVE	United States of America	2,917,411	1/8/2004
Lumension Security, Inc.	STAT GUARDIAN	United States of America	3,152,104	2/2/2005
Lumension Security, Inc.	BOUNCER	United States of America	4260438	2/7/2012
Lumension Security, Inc.	INTELLIGENT WHITELISTING	United States of America	4140973	8/30/2010
Lumension Security, Inc.	INTELLIGENT WHITELISTING	United States of America	4276186	8/30/2010
Lumension Security, Inc.	IT SECURED. SUCCESS OPTIMIZED.	United States of America	3871112	2/26/2009
Lumension Security, Inc.	CORETRACE BOUNCER	United States of America	3873781	1/23/2008
Lumension Security, Inc.	LUMENSION and Design 	United States of America	3502790	9/1/2007

Grantor	Trademark	Country	Application/ Registration No.	Application/Filing Date.
Lumension Security, Inc.	Miscellaneous Design 	United States of America	3525330	8/31/2007
Lumension Security, Inc.	Miscellaneous Design 	United States of America	3522011	8/30/2007
Lumension Security, Inc.	PATCHLINK NAC INTEGRATOR	United States of America	77251698	8/9/2007
Lumension Security, Inc.	LUMENSION	United States of America	3521847	7/10/2007