

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arxan Technologies, Inc.		07/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Babson Capital Finance LLC, as agent		
Street Address:	30 S. Wacker		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2862874	ARXAN	
Registration Number:	3757353	ARXAN GUARDING YOUR IP	
Registration Number:	3887433	BINDIT	
Registration Number:	4147079	ENSUREIT	
Registration Number:	3450304	GUARDIT	
Registration Number:	4068399	GUARDSPEC	
Registration Number:	4273474	PROTECTING THE APP ECONOMY	
Registration Number:	3636566	TRANSFORMIT	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>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.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	14044-25		
NAME OF SUBMITTER:	Laura Konrath		

CH \$215.00 2862874

SIGNATURE:	/Laura Konrath/
DATE SIGNED:	07/31/2014
Total Attachments: 5 source=ArxanTMSecurityAg#page1.tif source=ArxanTMSecurityAg#page2.tif source=ArxanTMSecurityAg#page3.tif source=ArxanTMSecurityAg#page4.tif source=ArxanTMSecurityAg#page5.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 30, 2014, is made by Arxan Technologies, Inc., a Delaware corporation ("Grantor"), in favor of Babson Capital Finance LLC, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent").

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of July 30, 2014, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Administrative Agent a continuing security interest in, all of the Grantor's right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This 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 hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.


4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

ARXAN TECHNOLOGIES, INC., as Grantor

By: 
Name: Warren Barratt
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005333 FRAME: 0714

BABSON CAPITAL FINANCE LLC,
as Administrative Agent

By: Babson Capital Management, LLC
Its: Manager

By: B. C. Baldwin
Name: Brian C. Baldwin
Title: Managing Director

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Grantor</u>	<u>Trademark Title</u>	<u>Trademark Application Number</u>	<u>Trademark Registration Number</u>	<u>Date of Application</u>	<u>Date of Registration</u>
Arxan Technologies, Inc.	ARXAN	78/276,894	2,862,874	7/21/2013	7/13/2004
Arxan Technologies, Inc.	ARXAN GUARDING YOUR IP	77/790,142	3,757,353	7/27/2009	3/9/2010
Arxan Technologies, Inc.	BindIT	77/796,520	3,887,433	8/4/2009	12/7/2010
Arxan Technologies, Inc.	EnsureIT	77/935,638	4,147,079	2/15/2010	5/22/2012
Arxan Technologies, Inc.	GUARDIT	77/091,771	3,450,304	1/26/2007	6/17/2008
Arxan Technologies, Inc.	GuardSpec	85/142,921	4,068,399	10/1/2010	12/6/2011
Arxan Technologies, Inc.	PROTECTING THE APP ECONOMY	85/584,820	4,273,474	3/30/2013	1/8/2013
Arxan Technologies, Inc.	TRANSFORMIT	77/500,473	3,636,566	6/17/2008	6/9/2009

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.