

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328695

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUSTWAVE HOLDINGS, INC.		07/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, AS AGENT		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3723814	SMARTATTACK	
Registration Number:	3755033	NO WEBSITE LEFT BEHIND	
Registration Number:	2914812	CENZIC	
Registration Number:	2490499	HAILSTORM	
Registration Number:	4654193	FOLLOW THE THREAT	
Registration Number:	4539269	TRUSTOS	
Registration Number:	3339570	WEBMARSHAL	
Registration Number:	3339555	MAILMARSHAL	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<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:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.318		

OP \$215.00 3723814

NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	01/12/2015
Total Attachments: 9 source=Trustwave Trademark Security Agreement#page1.tif source=Trustwave Trademark Security Agreement#page2.tif source=Trustwave Trademark Security Agreement#page3.tif source=Trustwave Trademark Security Agreement#page4.tif source=Trustwave Trademark Security Agreement#page5.tif source=Trustwave Trademark Security Agreement#page6.tif source=Trustwave Trademark Security Agreement#page7.tif source=Trustwave Trademark Security Agreement#page8.tif source=Trustwave Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 9th day of July, 2012, by and among Grantors listed on the signature pages hereof (collectively "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), 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").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 9, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among TrustWave Holdings, Inc. ("Holdings") and certain Subsidiaries of Holdings signatory thereto, as borrowers (such Subsidiaries together with Holdings the "Borrowers" and each a "Borrower"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), Agent, WFCF, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger") and WFCF, as sole book runner (in such capacity, together with its successors and assigns in such capacity, the "Sole Book Runner"), 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 and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 9, 2012 (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 and the Bank Product Providers, 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 each member of the Lender Group and each of the Bank Product Providers, 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 Intellectual Property Licenses related to such Trademarks 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.

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, the Bank Product Providers 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 and the Bank Product Providers, 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 shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, 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 SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[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:

TRUSTWAVE HOLDINGS, INC.

By: Robert J. McCullen
Name: Robert J. McCullen
Title: CEO

MBG AMERICAS, INC.

By: Robert J. McCullen
Name: Robert J. McCullen
Title: CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
Delaware limited liability company

By: 

Name:

STEPHEN CARLL

Title:

M.D.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005438 FRAME: 0891

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
TrustWave Holdings, Inc.	3317747	TrustedApp
M86 Americas, Inc.	3872067	M86
M86 Americas, Inc.	3878584	M86 Security
TrustWave Holdings, Inc.	3353148	Vericept
TrustWave Holdings, Inc.	2569323	Intellitactics
TrustWave Holdings, Inc.	2714702	Vericept Logo
TrustWave Holdings, Inc.	2745074	Vericept (Plus Design)
TrustWave Holdings, Inc.	3287910	TrustedSentry
TrustWave Holdings, Inc.	3361482	Transforming Compliance Through Automation
TrustWave Holdings, Inc.	3173826	ModSecurity
TrustWave Holdings, Inc.	3384194	ControlPath
TrustWave Holdings, Inc.	3384193	ControlPath (Plus Design)
TrustWave Holdings, Inc.	3384192	ControlPath Logo
TrustWave Holdings, Inc.	3442468	TrustedCommerce
TrustWave Holdings, Inc.	2877066	Ambiron
TrustWave Holdings, Inc.	3493821	Bit Armor
TrustWave Holdings, Inc.	3511143	Bit Armor Logo
TrustWave Holdings, Inc.	3541843	WebDefend
TrustWave Holdings, Inc.	3592989	BreachView
TrustWave Holdings, Inc.	3659535	Smart Tag
TrustWave Holdings, Inc.	3024238	TrustWave
TrustWave Holdings, Inc.	3805569	SpiderLabs
TrustWave Holdings, Inc.	3872102	Breach
TrustWave Holdings, Inc.	3872101	Breach
TrustWave Holdings, Inc.	3940583	Security Begins with Trust
TrustWave Holdings, Inc.	3940883	TrustKeeper
TrustWave Holdings, Inc.	3924293	Breach Security
TrustWave Holdings, Inc.	3960007	Breach Security

TrustWave Holdings, Inc.	4020951	Bit Armor (Plus Design)
TrustWave Holdings, Inc.	4020950	BitArmor
TrustWave Holdings, Inc.	4075603	BitArmor Security Suite
TrustWave Holdings, Inc.	4120272	TrustWave Logo
TrustWave Holdings, Inc.	3820379	The Elements of Compliance and Data Security

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
TrustWave Holdings, Inc.	85370304	MyIdentity
TrustWave Holdings, Inc.	85606861	We run your security. You run your business.

Trade Names

TrustWave

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

UNITED STATES TRADEMARKS:

Registrations:

GRANTOR	REGISTRATION NUMBER	TRADEMARK
M86 Americas, Inc.	2629135	8e6
M86 Americas, Inc.	3597429	8e6 ProxyBlocker
M86 Americas, Inc.	3582479	8e6 MobileClient
M86 Americas, Inc.	2976017	TurboPipe
M86 Americas, Inc.	2664163	8e6 Technologies
Avinti Acquisition Corp.	3021690	Isolation Server

SCHEDULE I (supplement)
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Grantor	Mark	Registration No.	File Date
TrustWave Holdings, Inc.	TRUSTWAVE DATACONTROL	4272676	01/08/2013
TrustWave Holdings, Inc.	SMART SECURITY ON DEMAND	86/060,010	09/10/13
TrustWave Holdings, Inc.	SMARTATTACK	3723814	12/08/09
TrustWave Holdings, Inc.	NO WEBSITE LEFT BEHIND	3755033	03/02/10
TrustWave Holdings, Inc.	CENZIC	2914812	12/28/04
TrustWave Holdings, Inc.	HAILSTORM	2490499	09/18/01
TrustWave Holdings, Inc.	FOLLOW THE THREAT	4654193	12/09/14
TrustWave Holdings, Inc.	TRUSTOS	4539269	05/27/14
TrustWave Holdings, Inc.	WEBMARSHAL	3339570	11/20/07
TrustWave Holdings, Inc.	MAILMARSHAL	3339555	3339555