

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342209

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Coat Systems, Inc.		05/22/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC, as the Collateral Agent		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Serial Number:	78146726	BLUE COAT	
Serial Number:	85079904	BLUE COAT	
Serial Number:	86002470	BLUE COAT	
Serial Number:	77317064	BLUESOURCE	
Serial Number:	77541949	BLUETOUCH	
Serial Number:	77796201	CACHEFLOW	
Serial Number:	85367654		
Serial Number:	77581661	CONTROL IS YOURS	
Serial Number:	76247818	CROSSBEAM	
Serial Number:	77520989	DEEPSEE	
Serial Number:	77520987	DS APPLIANCE	
Serial Number:	77106133	INTELLIGENCECENTER	
Serial Number:	78316164	ISHARED	
Serial Number:	75101702	PACKETEER	
Serial Number:	75207591	PACKETSHAPER	
Serial Number:	75207589	PACKETSHAPER	
Serial Number:	76021493	POLICYCENTER	
Serial Number:	85063736	PROXYONE	
Serial Number:	78295124	PROXYSG	

CH \$665.00 78146726

Property Type	Number	Word Mark
Serial Number:	77525091	SEE EVERYTHING. KNOW EVERYTHING.
Serial Number:	77611802	
Serial Number:	77570585	SOLERA NETWORKS
Serial Number:	77571700	SOLERA NETWORKS
Serial Number:	75295822	WINPROXY
Serial Number:	75329615	PACKETEER
Serial Number:	77237312	K9

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 75 East 55th Street

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 93042.00002

NAME OF SUBMITTER: Christine Dionne

SIGNATURE: /Christine Dionne/

DATE SIGNED: 05/22/2015

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of May 22, 2015 (this "Agreement"), is made by Blue Coat Systems, Inc., a Delaware corporation (the "Grantor"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Batman Intermediate Holdings B, Inc., a Delaware corporation, Batman Merger Sub, Inc., a Delaware corporation (as further defined in Section 1.1 of the Credit Agreement, the "Borrower"), the Lenders from time to time party thereto, Jefferies Finance LLC, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, the Swingline Lender and a Lender, and the other parties party thereto.

W I T N E S S E T H:

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

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Security Agreement, dated as of the date hereof in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, 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 a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office,

whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the 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 Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BLUE COAT SYSTEMS, INC.,
as a Grantor

By: 

Name: Gregory Hampton

Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005522 FRAME: 0110

JEFFERIES FINANCE LLC,
as the Collateral Agent

By:


Name: Brian Buoye
Title: Managing Director

Schedule A

U.S. Trademark Registrations and Applications

Mark	Application Number	Application Date	Registration Number	Registration Date
BLUE COAT	78146726	23-Jul-2002	2887537	21-Sep-2004
BLUE COAT	85079904	07-Jul-2010	3953936	03-May-2011
BLUE COAT Stacked Logo	86002470	03-Jul-2013	4599832	09-Sep-2014
BLUESOURCE	77317064	30-Oct-2007	3566585	27-Jan-2009
BLUETOUCH	77541949	07-Aug-2008	3638112	16-Jun-2009
CACHEFLOW	77796201	04-Aug-2009	3801078	08-Jun-2010
Circle Logo	85367654	11-Jul-2011	4114421	20-Mar-2012
CONTROL IS YOURS	77581661	29-Sep-2008	3755658	02-Mar-2010
CROSSBEAM	76247818	27-Apr-2001	2638737	22-Oct-2002
DEEPSEE	77520989	14-Jul-2008	3890571	14-Dec-2010
DS APPLIANCE	77520987	14-Jul-2008	4031945	27-Sep-2011
INTELLIGENCECENTER	77106133	13-Feb-2007	3728849	22-Dec-2009
ISHARED	78316164	20-Oct-2003	3149433	26-Sep-2006
PACKETEER	75101702	09-May-1996	2133249	27-Jan-1998
PACKETSHAPER	75207591	03-Dec-1996	2272649	24-Aug-1999
PACKETSHAPER	75207589	03-Dec-1996	2272648	24-Aug-1999
POLICYCENTER	76021493	10-Apr-2000	2489413	11-Sep-2001
PROXYONE	85063736	15-Jun-2010	3979484	14-Jun-2011
PROXYSG	78295124	02-Sep-2003	3096350	23-May-2006
SEE EVERYTHING. KNOW EVERYTHING	77525091	17-Jul-2008	4038853	11-Oct-2011
SHIELD DESIGN	77611802	11-Nov-2008	3638747	16-Jun-2009
SOLERA NETWORKS	77570585	16-Sep-2008	4270178	08-Jan-2013
SOLERA NETWORKS & Design	77571700	17-Sep-2008	4293804	26-Feb-2013
WINPROXY	75295822	21-May-1997	2174788	21-Jul-1998
PACKETEER	75329615	23-Jul-1997	2197759	20-Oct-1998
K9	77237312	24-Jul-2007	3927221	08-Mar-2011