

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM342801

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 4970/0677		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		05/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Coat Systems, Inc., as successor by merger to Crossbeam Systems, Inc.		
Street Address:	420 N. Mary Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2638737	CROSSBEAM	
Registration Number:	2589456	CROSSBEAM SYSTEMS	
Serial Number:	78271116	X-STREAM	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038507-0296		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	05/29/2015		
Total Attachments: 6			
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE, dated as of May 22, 2015, is made by Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent"), pursuant to the Third Amended and Restated First Lien Credit Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Third Amended and Restated Credit Agreement") and the First Lien Security Agreement, dated as of February 15, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms not otherwise defined herein have the meaning assigned to them in the Security Agreement.

WITNESSETH

WHEREAS, Blue Coat Systems, Inc., a Delaware corporation ("Blue Coat"), Crossbeam Systems, Inc. ("Crossbeam"), a Delaware corporation, and Solera Networks, Inc., formerly a Delaware corporation and now merged into Blue Coat ("Solera") (collectively, the "Pledgors") are parties to the Third Amended and Restated Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the Security Agreement, (i) Blue Coat executed the First Lien Trademark Security Agreement dated February 15, 2012 (the "February 2012 Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office ("USPTO") on February 16, 2012 at Reel/Frame No. 4718/0840, (ii) Crossbeam executed the Trademark Security Agreement dated February 15, 2013 (the "February 2013 Trademark Security Agreement") and recorded with the USPTO on February 26, 2013 at Reel/Frame No. 4970/0677, (iii) Solera executed the Trademark Security Agreement dated May 31, 2013 (the "May 2013 Trademark Security Agreement") and recorded with the USPTO on May 31, 2013 at Reel/Frame No. 5040/0595, and (iv) Blue Coat executed the Supplemental First Lien Trademark Security Agreement dated October 16, 2013 (the "October 2013 Trademark Security Agreement") and recorded with the USPTO on October 18, 2013 at Reel/Frame No. 5133/0842 (collectively, the "Trademark Security Agreements"), pursuant to which the Pledgors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of their right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreements);

WHEREAS, the Collateral Agent acknowledges the payment and performance of all the Obligations, and thus desires to terminate and release the security interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent agrees as follows:

1. Release of Lien. The Collateral Agent hereby (i) terminates, without recourse, representation or warranty the Trademark Security Agreements; (ii) releases, without recourse, representation or warranty its security interest in all of the Trademark Collateral; (iii) retransfers and reassigns to each Pledgor, as applicable, any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I, attached hereto and incorporated herein by reference, including, without limitation, in or to any goodwill associated therewith; and (iv) agrees that any power of attorney or similar rights granted by each Pledgor to the Collateral Agent pursuant to or in connection with the Trademark Security Agreements is terminated.

2. Further Assurances. At the Pledgors' sole cost and expense, the Collateral Agent shall take all reasonably required further actions, and provide to the Pledgors and their successors, assigns, designees or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments, which are in form and substance satisfactory to the Collateral Agent), reasonably requested by the Pledgors to more fully and effectively effectuate the purposes of this Release.

3. Authorization to Record. The Collateral Agent authorizes and requests that the USPTO and any applicable government officer record this Release.

4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered as of the date first written above.

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 

Name: J. Paul McDonnell

Title: Managing Director

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK COLLATERAL RELEASE]

TRADEMARK
REEL: 005525 FRAME: 0485

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Security Interest at Reel/Frame No. 4718/0840

<u>Trademark</u>	<u>Status / Classes</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
BLUE COAT	Registered	78146726	2887537	Blue Coat Systems, Inc.
	09 Int.	23-Jul-2002	21-Sep-2004	
BLUE COAT	Registered	85079904	3953936	Blue Coat Systems, Inc.
	41 Int., 42 Int.	07-Jul-2010	03-May-2011	
BLUESOURCE	Registered	77317064	3566585	Blue Coat Systems, Inc.
	42 Int.	30-Oct-2007	27-Jan-2009	
BLUETOUCH	Registered	77541949	3638112	Blue Coat Systems, Inc.
	41 Int., 42 Int.	07-Aug-2008	16-Jun-2009	
CACHEFLOW	Registered	77796201	3801078	Blue Coat Systems, Inc.
	09 Int.	04-Aug-2009	08-Jun-2010	
CONTROL IS YOURS	Registered	77581661	3755658	Blue Coat Systems, Inc.
	09 Int., 41 Int., 42 Int.	29-Sep-2008	02-Mar-2010	
INTELLIGENCECENTER	Registered	77106133	3728849	Blue Coat Systems, Inc.
	09 Int.	13-Feb-2007	22-Dec-2009	
ISHARED	Registered	78316164	3149433	Blue Coat Systems, Inc. ¹
	09 Int.	20-Oct-2003	26-Sep-2006	
K9	Registered	77237312	3927221	Blue Coat Systems, Inc.
	09 Int.	24-Jul-2007	08-Mar-2011	
PACKETSHAPER	Renewed	75207591	2272649	Blue Coat Systems, Inc.
	09 Int.	03-Dec-1996	24-Aug-1999	
PACKETSHAPER	Renewed	75207589	2272648	Blue Coat Systems, Inc.
	09 Int.	03-Dec-1996	24-Aug-1999	
POLICYCENTER	Renewed	76021493	2489413	Blue Coat Systems, Inc.
	09 Int.	10-Apr-2000	11-Sep-2001	
PROXYONE	Registered	85063736	3979484	Blue Coat Systems, Inc.

¹ BCSI does not use this mark and does not intend to cure the break in chain in title from Tacit Networks, Inc. to Packeteer, Inc.

<u>Trademark</u>	<u>Status / Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
	09 Int., 42 Int.	15-Jun-2010	14-Jun-2011	
PROXYSG	Registered	78295124	3096350	Blue Coat Systems, Inc.
	09 Int.	02-Sep-2003	23-May-2006	
REPORTCENTER	Registered	77142617	3400910	Blue Coat Systems, Inc.
	09 Int.	28-Mar-2007	25-Mar-2008	
SHIELD DESIGN	Registered	77611802	3638747	Blue Coat Systems, Inc.
	09 Int., 41 Int., 42 Int.	11-Nov-2008	16-Jun-2009	
WINPROXY	Renewed	75295822	2174788	Blue Coat Systems, Inc.
	09 Int.	21-May-1997	21-Jul-1998	

Security Interest at Reel/Frame No. 4970/0677


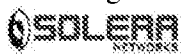
United States Trademark Registrations:

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
U.S.	2638737	10/22/02	4/27/01	Crossbeam Systems, Inc.	CROSSBEAM
U.S.	2589456	7/2/02	5/9/00	Crossbeam Systems, Inc.	CROSSBEAM SYSTEMS


United States Trademark Applications:

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
U.S.	78/271,116	7/7/03	Crossbeam Systems, Inc.	X-STREAM

Security Interest at Reel/Frame No. 5040/0595

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status
Circle Logo 	85367654	Jul-11-2011	4114421	Mar-20-2012	Registered
DEEPSEE	77520989	Jul-14-2008	3890571	Dec-14-2010	Registered
DS APPLIANCE	77520987	Jul-14-2008	4013945	Sep-27-2011	Registered
SEE EVERYTHING. KNOW EVERYTHING	77525091	Jul-17-2008	4038853	Oct-11-2011	Registered
SOLERA NETWORKS	77570585	Sep-16-2008	4270178	Jan-08-2013	Registered
SOLERA NETWORKS & Design 	77571700	Sep-17-2008	4293804	Feb-26-2013	Registered

Security Interest at Reel/Frame No. 5133/0842

Trademark	Status Class(es)	Application Number/Date	Registration Number/Date	Owner
	9, 35, 41, 42	86/002470 3-Jul-13		Blue Coat Systems, Inc.