

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342868

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS PREVIOUSLY RECORDED AT REEL/FRAME:5057/0521

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as Collateral Agent		05/29/2015	Canadian Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	PortAuthority Technologies, Inc.
Street Address:	10240 Sorrento Valley Road
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE
Name:	WEBSense, INC.
Street Address:	10900-A STONELAKE BLVD
Internal Address:	QUARRY OAKS 1, STE 350
City:	AUSTIN
State/Country:	TEXAS
Postal Code:	78759
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4004921	DEFENSIO
Registration Number:	3655136	THREATSEEKER
Registration Number:	2122340	WEBSense
Registration Number:	2189713	WEBSense
Registration Number:	3638370	WEBSense
Registration Number:	3638369	WEBSense YES!
Registration Number:	3638371	YES
Registration Number:	4274048	TRITON
Registration Number:	2772306	PORTAUTHORITY
Registration Number:	3178443	PORTAUTHORITY TECHNOLOGIES

CH \$265.00 4004921

CORRESPONDENCE DATA**Fax Number:** 6179518736*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:** 6179518000**Email:** jennifer.kagan@morganlewis.com**Correspondent Name:** Jennifer Kagan**Address Line 1:** One Federal Street**Address Line 2:** Morgan, Lewis & Bockius LLP**Address Line 4:** Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jennifer Kagan
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SIGNATURE:	/jenniferkagan/
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DATE SIGNED:	05/29/2015
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Total Attachments: 6

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RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS

This RELEASE OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of May 29, 2015 (the "Effective Date"), is made by Royal Bank of Canada, in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (each, a "Grantor").

WHEREAS, pursuant to that certain First Lien Security Agreement, dated as of June 25, 2013, by and among JPMorgan Chase Bank, N.A., the Agent's predecessor in interest (the "Former Collateral Agent"), the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Former Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a First Lien Trademark Security Agreement, dated as of June 25, 2013 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2013 at Reel/Frame 5057/0521;

WHEREAS, pursuant to that certain First Lien Resignation, Waiver, Consent, Appointment and Amendment No. 1 to First Lien Credit Agreement, dated as of April 8, 2014, by and among the Former Collateral Agent, the Agent and certain other parties thereto, the Former Collateral Agent resigned as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents and was replaced by the Agent;

WHEREAS, pursuant to that certain Notice of Change of Collateral Agent – Succession of Security Interest in Intellectual Property, dated as of April 8, 2014 (the "Notice"), by and between the Former Collateral Agent and the Agent, the Former Collateral Agent's security interests under the Trademark Security Agreement were transferred to the Agent;

WHEREAS, the Notice was recorded with the United States Patent and Trademark Office on April 10, 2014 at Reel/Frame 5258/0001;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**ROYAL BANK OF CANADA, acting in its
capacity as Collateral Agent**

By: _____

Name: _____

Yvonne Brodeur
Yvonne Brodeur
Manager, Agency

Title: _____

[Weboense – First Lien Trademark Release]

TRADEMARK
REEL: 005525 FRAME: 0863

GRANTORS:

WEBSense, INC.

By: 

Name: *John McCormack*

Title: *CEO*

PORT AUTHORITY TECHNOLOGIES, INC.

By: 

Name: *John McCormack*

Title: *CEO*

[Websense – First Lien Trademark Release]

SCHEDULE I

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Owner	Trademark	Registration Date	Registration No.
Websense, Inc.	DEFENSIO	8/2/11	4004921
Websense, Inc.	THREATSEEKER	7/14/2009	3655136
Websense, Inc.	WEBSENSE	12/16/97	2122340
Websense, Inc.	WEBSENSE	9/15/98	2189713
Websense, Inc.	WEBSENSE (Design)	6/16/09	3638370
Websense, Inc.	WEBSENSE YES!	6/16/09	3638369
Websense, Inc.	YES (Design)	6/16/09	3638371
Websense, Inc.	TRITON	1/15/13	4274048
PortAuthority Technologies, Inc.	PORTAUTHORITY	10/07/03	2772306

Owner	Trademark	Registration Date	Registration No.
PortAuthority Technologies, Inc.	PORTAUTHORITY TECHNOLOGIES	11/28/06	3178443

United States Trademark Applications:

None.