

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM343971

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Websense, Inc.		05/29/2015	CORPORATION: DELAWARE
Raytheon Oakley Systems, LLC		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Raytheon Cyber Products, LLC (formerly known as Raytheon Cyber Products, Inc.)		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
PORT AUTHORITY TECHNOLOGIES, INC.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Raytheon Company		
Street Address:	870 Winter Street		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451-1449		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 31			
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:	3201933	SUREVIEW	
Registration Number:	2985456	INNERVIEW	
Serial Number:	86376645	TRUSTED THIN CLIENT	
Registration Number:	4244467	SECURITY BLANKET	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3882515	TRUSTED COMPUTER SOLUTIONS
Registration Number:	3764970	SECOND LOOK
Registration Number:	3737417	SECURITY BLANKET
Registration Number:	3390371	TRUSTED THIN CLIENT
Registration Number:	3160519	COUNTERSTORM
Registration Number:	3139750	DATA CLARITY
Registration Number:	3136456	DIG
Registration Number:	2763990	DISAMBIGUATOR
Registration Number:	2809867	VISUAL ANALYTICS INC
Registration Number:	2794540	SECUREOFFICE
Serial Number:	86018010	CONVERGENCE
Serial Number:	85838044	CROSSVIEW
Registration Number:	4537940	RSHIELD
Registration Number:	4533823	RSHIELD
Registration Number:	3012563	TRUSTED WORKSTATION
Serial Number:	86493482	HIGH SPEED GUARD
Registration Number:	2661221	VISUALINKS
Registration Number:	2655380	DISAMBIGUATOR

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, Paralegal

Address Line 1: One Federal Street

Address Line 2: Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Jennifer Kagan
SIGNATURE:	/jenniferkagan/
DATE SIGNED:	06/04/2015

Total Attachments: 8

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THIS TRADEMARK SECURITY AGREEMENT, dated as of May 29, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Raytheon Company, a Delaware corporation (the "Lender" or "Raytheon").

W I T N E S S E T H:

WHEREAS, pursuant to the Secured Promissory Note, dated as of May 29, 2015 (the "Note"), among Roriraw Acquisition Corporation, a Delaware corporation ("MergerSub"), Raytheon Oakley Systems, LLC, a Delaware limited liability company ("Parent"), Raytheon Cyber Products, LLC, a Delaware limited liability company ("Raytheon Cyber Products"), and collectively with MergerSub and Parent, the "Borrowers", and each individually, a "Borrower"), Tomahawk Holdings Inc., a Delaware corporation ("Tomahawk" and, after the merger of MergerSub with and into Tomahawk, a "Borrower"), Websense, Inc., a Delaware corporation, Raytheon and the other parties from time to time party thereto, Raytheon has agreed to make loans and extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to the Note, to guarantee the Secured Obligations of the Borrowers;

NOW, THEREFORE, in consideration of the premises and to induce Raytheon to enter into the Note and to make loans and extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Raytheon as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition that are defined in the Note have the meanings set forth in the Note.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 mortgages, pledges and hypothecates to Raytheon, and grants to Raytheon a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its trademarks and related rights and interests arising under any Applicable Law in or relating to trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations and recordations thereof and all applications in connection therewith ("Trademarks"), including, without limitation, those referred to on Schedule 1 hereto; and

(b) all renewals and extensions of, such intellectual property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such intellectual

property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other right referenced in this clause (“IP Ancillary Rights”).

Notwithstanding the foregoing, Trademark Collateral shall not include (i) assets not located in the United States of America that require action under the law of any jurisdiction not located in the United States of America to create or perfect a security interest or Lien in such assets, which shall, for the avoidance of doubt, include Trademark Collateral registered in countries other than the United States of America, (ii) any rights or interests in any lease, license, contract, or agreement, as such or the assets subject thereto, if under the terms of such lease, license, contract, or agreement, or Applicable Law with respect thereto, the valid grant of a Lien therein or in such assets to Lender is prohibited and would result in the breach or termination of such lease, license, contract, contract or agreement, as further described in Section 6 of the Note or (iii) any application for a trademark that would be deemed invalidated, cancelled or abandoned due to the grant of a Lien thereon (including any “intent to use” Trademark application for which a statement of use has not been filed and accepted by the U.S. Patent and Trademark Office) unless and until such time as the grant of such security interest and Lien will not affect the validity of such trademark or such “intent to use” Trademark application.

Section 3. Note. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Raytheon pursuant to the Note and each Grantor hereby acknowledges and agrees that the rights and remedies of Raytheon with respect to the security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Representations and Warranties. In order to induce Raytheon to make loans under the Note, the Grantors make the following representations and warranties on the date hereof and on each date that a Revolving Loan is made:

(a) Each Grantor has the corporate or other organizational power and authority to execute, deliver and perform the terms and provisions of this Trademark Security Agreement and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Trademark Security Agreement;

(b) Each Grantor has duly executed and delivered this Trademark Security Agreement; and

(c) Schedule 1 attached hereto sets forth a true, complete and correct list of all trademark registrations and registration applications included in the Trademark Collateral that each Grantor owns.

Section 5. Further Actions. Each Grantor shall, at such Grantor's expense, take reasonable further actions, and provide to Raytheon, Raytheon's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Raytheon to more fully and effectively effectuate the purposes of this Trademark Security Agreement, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for trademark registration, or any application for renewal or amendment of a trademark registration, relating to any of the rights addressed herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights addressed herein, including, without limitation, testifying as to any facts relating to the Trademark Collateral; (3) obtaining any additional trademark protection relating to rights addressed herein that Raytheon reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; and (4) in the implementation, recordation or perfection of this Trademark Security Agreement in the United States Patent and Trademark Office and in all applicable jurisdictions in the United States of America.

Section 6. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 7. General. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Raytheon and each Grantor waives, to the fullest extent permitted by law, trial by jury in any litigation arising out of or related to this Trademark Security Agreement. Any action or proceeding relating to this Trademark Security Agreement shall be exclusively brought in any court of competent jurisdiction in New York, New York, and Raytheon and the Grantors each (i) irrevocably and unconditionally attorns and submits to the jurisdiction of such courts; (ii) irrevocably waives any right to, and shall not, oppose any such New York, New York action or proceeding on any jurisdictional basis, including forum non conveniens; and (iii) shall not oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court located in New York, New York as contemplated hereby.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WEBSense, INC.

as Grantor

By: 

Name: John R. McCormack

Title: President and Chief Executive Officer

PORTAUTHORITY TECHNOLOGIES, INC.

as Grantor

By: 

Name: John R. McCormack

Title: President and Chief Executive Officer

RAYTHEON OAKLEY SYSTEMS, LLC

as Grantor

By: _____

Name: Dana Ng

Title: Assistant Secretary

RAYTHEON CYBER PRODUCTS, LLC

(formerly known as Raytheon Cyber Products, Inc.)

as Grantor

By: Raytheon Cyber Holdings, Inc., its Member

By: _____

Name: Dana Ng

Title: Secretary

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

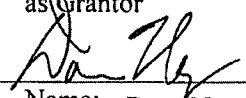
WEBSense, INC.
as Grantor

By: _____
Name:
Title:

PORTAUTHORITY TECHNOLOGIES, INC.
as Grantor

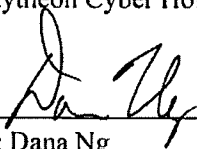
By: _____
Name:
Title:

RAYTHEON OAKLEY SYSTEMS, LLC
as Grantor

By:  _____
Name: Dana Ng
Title: Assistant Secretary

RAYTHEON CYBER PRODUCTS, LLC
(formerly known as Raytheon Cyber Products, Inc.)
as Grantor

By: Raytheon Cyber Holdings, Inc., its Member

By:  _____
Name: Dana Ng
Title: Secretary

Signature Page to Trademark Security Agreement

ACCEPTED AND AGREED
as of the date first above written:

RAYTHEON COMPANY
as Lender

By: 

Name: Frank R. Jimenez

Title: Vice President, General Counsel & Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 005548 FRAME: 0479

Schedule 1

Trademarks

Owner	Trademark	Registration / Filing Date	Status	Registration / Application No.
Websense, Inc.	DEFENSIO	8/2/2011	Registered	4004921
Websense, Inc.	THREATSEEKER	7/14/2009	Registered	3655136
Websense, Inc.	WEBSENSE	12/16/1997	Registered	2122340
Websense, Inc.	WEBSENSE	9/15/1998	Registered	2189713
Websense, Inc.	WEBSENSE (Design)	6/16/09	Registered	3638370
Websense, Inc.	WEBSENSE YES!	6/16/09	Registered	3638369
Websense, Inc.	YES (Design)	6/16/09	Registered	3638371
Websense, Inc.	TRITON	1/15/13	Registered	4274048
PortAuthority Technologies, Inc.	PORTAUTHORITY	10/07/2003	Registered	2772306
Raytheon Cyber Products, LLC	SUREVIEW	1/23/2007	Registered	3201933
Raytheon Cyber Products, LLC	INNERVIEW	8/16/2005	Registered	2985456
Raytheon Cyber Products, LLC	TRUSTED THIN CLIENT	8/26/2014	Application	86376645
Raytheon Cyber Products, LLC	Security Blanket Design	11/20/2012	Registered	4244467
Raytheon Cyber Products, LLC	TRUSTED COMPUTER SOLUTIONS	11/30/2010	Registered	3882515
Raytheon Cyber Products, LLC	SECOND LOOK	3/23/2010	Registered	3764970
Raytheon Cyber Products, LLC	SECURITY BLANKET	1/12/2010	Registered	3737417
Raytheon Cyber Products, LLC	TRUSTED THIN CLIENT	2/26/2008	Registered	3390371
Raytheon Cyber Products, LLC	COUNTERSTORM	10/17/2006	Registered	3160519
Raytheon Cyber Products, LLC	DATA CLARITY	7/5/2006	Registered	3139750
Raytheon Cyber Products, LLC	DIG	8/29/2006	Registered	3136456
Raytheon Cyber Products, LLC	DISAMBIGUATOR	9/16/2003	Registered	2763990
Raytheon Cyber Products, LLC	VISUAL ANALYTICS INC	2/3/2004	Registered	2809867
Raytheon Cyber Products, LLC	SECUREOFFICE	12/16/2003	Registered	2794540
Raytheon Cyber Products, LLC	Convergence	7/23/2013	Application	86018010
Raytheon Cyber Products, LLC	Crossview	1/31/2013	Application	85838044
Raytheon Cyber Products, LLC	RShield	5/27/2014	Registered	4537940

Owner	Trademark	Registration / Filing Date	Status	Registration / Application No.
Raytheon Cyber Products, LLC	RShield	5/20/2014	Registered	4533823
Raytheon Cyber Products, LLC	Trusted Workstation	1/13/2004	Registered	3012563
Raytheon Cyber Products, LLC	High Speed Guard	12/31/2014	Application	86493482
Raytheon Cyber Products, LLC	VISUALINKS	12/17/2002	Registered	2661221
Raytheon Cyber Products, LLC	DISAMBIGUATOR	12/03/2002	Registered	2655380