

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440414

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Websense, LLC		01/26/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forcepoint LLC		
<b>Street Address:</b>	10900-A Stonelake Blvd.		
<b>Internal Address:</b>	Quarry Oaks 1, Ste. 350		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78759		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4274048	TRITON	
<b>Registration Number:</b>	3655136	THREATSEEKER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5123225201		
<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>			
<b>Phone:</b>	5123225200		
<b>Email:</b>	tmcentral@pirkeybarber.com		
<b>Correspondent Name:</b>	Jason Fischer		
<b>Address Line 1:</b>	600 Congress Avenue, Suite 2120		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Jason Fischer		
<b>SIGNATURE:</b>	/JCF/		
<b>DATE SIGNED:</b>	08/23/2017		
<b>Total Attachments: 17</b>			
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## ASSIGNMENT OF PATENT, TRADEMARKS, AND OTHER INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT AGREEMENT ("**Agreement**") is entered into with an Effective Date of January 1, 2016 at 12:06 A.M., by and between Websense, LLC, formerly known as Websense, Inc., a Delaware limited liability company, having its principal place of business at 10900-A Stonelake Blvd Quarry Oaks 1, Suite 350, Austin, TX 78759, PortAuthority Technologies, LLC, formerly known as PortAuthority Technologies, Inc., a Delaware limited liability company, having its principal place of business at 10900-A Stonelake Blvd Quarry Oaks 1, Suite 350, Austin, TX 78759 (Websense, LLC and PortAuthority Technologies, LLC (collectively, the "**Assignor**"), and Forcepoint LLC ("**Assignee**"), formerly known as Raytheon Websense LLC, a Delaware limited liability company, having its principal place of business at 10900-A Stonelake Blvd Quarry Oaks 1, Suite 350, Austin, TX 78759.

### RECITALS

WHEREAS, Assignor is the legal registrant of the patents and trademarks listed in Exhibit A, and the legal owner of other intangible property rights, as defined below; and

WHEREAS, Assignee is desirous of acquiring title, rights and interests in such patents, trademarks, and other intangible property rights;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows.

### ARTICLE 1 DEFINITIONS

1.1 Effective Date. "**Effective Date**" means January 1, 2016 at 12:06 A.M. For the avoidance of doubt, the Effective Date is after the effective date of that certain Contribution Agreement Regarding Raytheon Websense LLC, entered into between Raytheon Oakley Systems, LLC, New Websense, Inc., and Forcepoint LLC, which is effective as of 12:05 A.M. on January 1, 2016.

1.2 Intellectual Property Rights. "**Intellectual Property Rights**" means all intangible property rights associated with or related to the Products, that Assignor owns or has the right to assign including:

- (a) rights associated with works of authorship throughout the world, including but not limited to copyrights and moral rights;
- (b) trademarks, domain names, service marks and trade name rights, and similar rights;
- (c) trade secret rights, process technology, and know how;
- (d) patents, renewals, extensions, reissues and re-examinations thereof, design rights, and other similar property rights;
- (e) all registrations and trademark and patent applications (including continuations, continuations-in-part, and divisions thereof) now or hereafter in force;

(f) all other intellectual and similar property rights (of every kind and nature and however designated), including logos, marketing strategies, customer lists, "rental" rights and rights to remuneration, whether arising by operation of law, contract, license, or otherwise; and

(g) any additional applicable intangible property resource, capability or right that Assignor has developed, maintained or acquired externally (whether or not in documentary form and whether or not patentable, copyrightable or otherwise protectable under applicable laws).

1.3 Products. "**Products**" means all cybersecurity products historically developed, manufactured, sold and/or distributed by Assignor and associated maintenance, support and related services.

## **ARTICLE 2 ASSIGNMENT**

2.1 Assignment and Title. Assignor transfers and assigns to Assignees, as of the Effective Date, all rights, title and interest to the Intellectual Property Rights. Assignee shall have good and valid title to the Intellectual Property Rights. To the extent that under applicable law the legal title and registered ownership of the Intellectual Property Rights are not transferred to Assignee solely by this instrument, the Parties shall nonetheless treat the Assignee as the beneficial owner of the Intellectual Property Rights as of the Effective Date, for all purposes, and take all necessary actions to vest legal title with the Assignee.

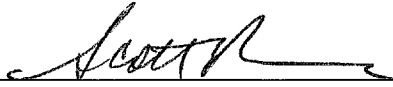
2.2 Consideration. In consideration for the rights assigned under this Agreement, Assignee agrees to pay Assignor a lump sum fee in the amount of ten thousand U.S. dollars (US\$10,000).

2.3 Power of Attorney. Assignor, hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the undersigned have affixed their signatures on the dates set forth below:

**Websense, LLC**

By: 

Name/Title: Scott Rowe, Director

Date: 2-26-2016

**Forcepoint LLC**

By: 

Name/Title: John Holmes, Director

Date: 2-26-2016

**PortAuthority Technologies, LLC**

By: 

Name/Title: Matt Santangelo, Director

Date: 2-26-2016

**Exhibit A**  
**Patents and Trademarks**

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**TRADEMARK**  
**REEL: 006136 FRAME: 0592**

**IP Schedule**

Trademarks

Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	DEFENSIO	US	Reg. Date 8/2/2011	Registered	Reg. No. 4004921
Websense, Inc.	LEAKSEEKER	Australia	Reg. Date 9/3/07	Registered	Reg. No. 1173307
Websense, Inc.	LEAKSEEKER	Brazil	Reg. Date 10/06/09	Registered	Reg. No. 329108408
Websense, Inc.	LEAKSEEKER	Europe	Reg. Date 4/8/08	Registered	Reg. No. 5895644
Websense, Inc.	LEAKSEEKER	India	Reg. Date 3/17/09	Registered	Reg. No. 1554002
Websense, Inc.	LEAKSEEKER	Japan	Reg. Date 10/26/07	Registered	Reg. No. 5086975
Websense, Inc.	LEAKSEEKER	Taiwan	Reg. Date 1/16/08	Registered	Reg. No. 1297374

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	SEEKER	India	Reg. Date 3/17/09	Registered	Reg. No. 1554003
Websense, Inc.	SEEKER	Taiwan	Reg. Date 1/16/08	Registered	Reg. No. 1297375
Websense, Inc.	THREATSEEKER	Brazil	App. Date 4/30/07	Pending	App. No. 829107320
Websense, Inc.	THREATSEEKER	Canada	Reg. Date 10/25/10	Registered	Reg. No. TMA780523
Websense, Inc.	THREATSEEKER	China	Reg. Date 1/14/10	Registered	Reg. No. 6024481
Websense, Inc.	THREATSEEKER	Europe	Reg. Date 4/26/07	Registered	Reg. No. 5892261
Websense, Inc.	THREATSEEKER	India	Reg. Date 3/14/09	Registered	Reg. No. 1553589
Websense, Inc.	THREATSEEKER	Japan	Reg. Date 10/26/07	Registered	Reg. No. 5086973

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	THREATSEEKER	Mexico	Reg. Date 6/29/07	Registered	Reg. No. 991560
Websense, Inc.	THREATSEEKER	Taiwan	Reg. Date 1/1/08	Registered	App. No. 096109667 Reg. No. 01294812
Websense, Inc.	THREATSEEKER	US	Reg. Date 7/14/2009	Registered	Reg. No. 3655136
Websense, Inc.	WEBSense	Argentina	Reg. Date 12/09/02	Registered	Reg. No. 1906716
Websense, Inc.	WEBSense	Argentina	Reg. Date 12/09/02	Registered	Reg. No. 1906717
Websense, Inc.	WEBSense	Australia	Reg. Date 2/21/02	Registered	Reg. No. 849417
Websense, Inc.	WEBSense	Brazil	Reg. Date 12/12/06	Registered	Reg. No. 824045483
Websense, Inc.	WEBSense	Brazil	Reg. Date 12/12/06	Registered	Reg. No. 824045491

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSense	Canada	Reg. Date 1/13/03	Registered	Reg. No. TMA573471
Websense, Inc.	WEBSense	Chile	Reg. Date 10/19/10	Registered	Reg. No. 900.060
Websense, Inc.	WEBSense	Chile	Reg. Date 4/19/10	Registered	Reg. No. 881416
Websense, Inc.	WEBSense	China	Reg. Date 12/28/01	Registered	Reg. No. 1690345
Websense, Inc.	WEBSense	China	Reg. Date 6/07/02	Registered	Reg. No. 1784742
Websense, Inc.	WEBSense	Colombia	Reg. Date 10/09/02	Registered	Reg. No. 254526
Websense, Inc.	WEBSense	Colombia	Reg. Date 11/09/02	Registered	Reg. No. 258693
Websense, Inc.	WEBSense	Egypt	Reg. Date 6/12/12	Registered	Reg. No. 230484

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSense	Egypt	App. Date 4/26/09	Registered	App. No. 230485 Awaiting Orig. Reg. Certificate
Websense, Inc.	WEBSense	Europe	Reg. Date 10/04/99	Registered	Reg. No. 861997
Websense, Inc.	WEBSense	Iceland	Reg. Date 6/02/09	Registered	Reg. No. 367/2009
Websense, Inc.	WEBSense	India	Reg. Date 12/14/07	Registered	Reg. No. 1052910
Websense, Inc.	WEBSense	Israel	Reg. Date 9/6/10	Registered	Reg. No. 220243
Websense, Inc.	WEBSense	Israel	Reg. Date 9/6/10	Registered	Reg. No. 220240
Websense, Inc.	WEBSense	Japan	Reg. Date 10/08/99	Registered	Reg. No. 4321616
Websense, Inc.	WEBSense	Jordan	Reg. Date 4/29/09	Registered	Reg. No. 106746

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSense	Jordan	Reg. Date 4/29/09	Registered	Reg. No. 106747
Websense, Inc.	WEBSense	Mexico	Reg. Date 10/31/01	Registered	Reg. No. 722121
Websense, Inc.	WEBSense	Mexico	Reg. Date 10/31/01	Registered	Reg. No. 722122
Websense, Inc.	WEBSense	Morocco	Reg. Date 4/16/09	Registered	Reg. No. 122988
Websense, Inc.	WEBSense	New Zealand	Reg. Date 10/15/09	Registered	Reg. No. 804895
Websense, Inc.	WEBSense	Norway	Reg. Date 1/31/02	Registered	Reg. No. 213045
Websense, Inc.	WEBSense	Peru	Reg. Date 7/30/09	Registered	Reg. No. 00000103
Websense, Inc.	WEBSense	Qatar	Reg. Date 11/28/11	Registered	Reg. No. 57193

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSENSE	Qatar	Reg. Date 11/28/11	Registered	Reg. No. 57194
Websense, Inc.	WEBSENSE	Russia	Reg. Date 5/26/10	Registered	Reg. No. 409709
Websense, Inc.	WEBSENSE	Saudi Arabia	Reg. Date 7/24/11	Registered	Reg. No. 1269/82 .
Websense, Inc.	WEBSENSE	Saudi Arabia	Reg. Date 11/11/10	Registered	Reg. No. 1207/68
Websense, Inc.	WEBSENSE	Singapore	Reg. Date 12/02/02	Registered	Reg. No. T01/08919J
Websense, Inc.	WEBSENSE	Singapore	Reg. Date 1/24/03	Registered	Reg. No. T01/08920D
Websense, Inc.	WEBSENSE	South Africa	Reg. Date 3/31/06	Registered	Reg. No. 2001/10567
Websense, Inc.	WEBSENSE	South Africa	Reg. Date 3/31/06	Registered	Reg. No. 2001/10568

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSENSE	Switzerland	Reg. Date 5/28/02	Registered	Reg. No. 499660
Websense, Inc.	WEBSENSE	Taiwan	Reg. Date 12/01/03	Registered	Reg. No. 1069916
Websense, Inc.	WEBSENSE	Taiwan	Reg. Date 12/01/03	Registered	Reg. No. 193469
Websense, Inc.	WEBSENSE	Turkey	Reg. Date 10/25/01	Registered	Reg. No. 200121968
Websense, Inc.	WEBSENSE	United Arab Emirates	App. Date 4/16/09	Pending	App. No. 128301
Websense, Inc.	WEBSENSE	United Arab Emirates	Reg. Date 4/15/13	Registered	Reg. No. 128302
Websense, Inc.	WEBSENSE	US	Reg. Date 12/16/1997	Registered	Reg. No. 2122340
Websense, Inc.	WEBSENSE	US	Reg. Date 9/15/1998	Registered	Reg. No. 2189713

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEB-SENSE	United Kingdom	Reg. Date 12/26/97	Registered	Reg. No. 2058499
Websense, Inc.	WEBSSENSE (Chinese Character Version I)	China	Reg. Date 9/12/09	Registered	Reg. No. 5722061
Websense, Inc.	WEBSSENSE (Chinese Character Version I)	China	Reg. Date 11/14/09	Registered	Reg. No. 5722060
Websense, Inc.	WEBSSENSE (Chinese Character version II)	China	Reg. Date 9/14/09	Registered	Reg. No. 5735503
Websense, Inc.	WEBSSENSE (Chinese Character version II)	China	Reg. Date 11/21/09	Registered	Reg. No. 5735504
Websense, Inc.	WEBSSENSE (Chinese Characters version I & in series)	Hong Kong	Reg. Date 4/12/07	Registered	Reg. No. 300753075
Websense, Inc.	WEBSSENSE (Chinese Characters version II & in series)	Hong Kong	Reg. Date 4/12/07	Registered	Reg. No. 300763326
Websense, Inc.	WEBSSENSE (Design)	Australia (via Madrid)	Reg. Date 3/31/09	Registered	Reg. No. 998954

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSENSE (Design)	Brazil	Reg. Date 9/25/12	Registered	Reg. No. 830220259
Websense, Inc.	WEBSENSE (Design)	Brazil	Reg. Date 1/24/12	Registered	Reg. No. 830220348 *Cancellation Action filed by Microsens Ltda
Websense, Inc.	WEBSENSE (Design)	Canada	Reg. Date 1/12/11	Registered	Reg. No. TMA787076
Websense, Inc.	WEBSENSE (Design)	Colombia	Reg. Date 11/25/09	Registered	Reg. No. 391634
Websense, Inc.	WEBSENSE (Design)	Colombia	Reg. Date 11/25/09	Registered	Reg. No. 391635
Websense, Inc.	WEBSENSE (Design)	Europe (via Madrid)	Reg. Date 3/31/09	Registered	Reg. No. 998954
Websense, Inc.	WEBSENSE (Design)	Hong Kong	Reg. Date 4/1/09	Registered	Reg. No. 301316105
Websense, Inc.	WEBSENSE (Design)	India	App. Date 4/1/09	Pending	App. No. 01802296

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSense (Design)	India	Reg. Date 2/22/11	Registered	Reg. No. 01802295
Websense, Inc.	WEBSense (Design)	Japan (via Madrid)	Reg. Date 3/31/09	Registered	Reg. No. 998954
Websense, Inc.	WEBSense (Design)	Mexico	Reg. Date 6/11/09	Registered	Reg. No. 1105157
Websense, Inc.	WEBSense (Design)	Mexico	Reg. Date 6/11/09	Registered	Reg. No. 1105158
Websense, Inc.	WEBSense (Design)	Singapore (via Madrid)	App. Date 3/31/09	Registered	Reg. No. 998954
Websense, Inc.	WEBSense (Design)	South Africa	Reg. Date 1/24/11	Registered	Reg. No. 2009/06142
Websense, Inc.	WEBSense (Design)	South Africa	Reg. Date 1/12/11	Registered	Reg. No. 2009/06141
Websense, Inc.	WEBSense (Design)	Taiwan	Reg. Date 9/1/10	Registered	Reg. No. 01428377

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	WEBSENSE (Design)	Turkey (via Madrid)	Reg. Date 3/31/09	Registered	Reg. No. 998954
Websense, Inc.	WEBSENSE (Design)	US	Reg. Date 6/16/09	Registered	Reg. No. 3638370
Websense, Inc.	WEBSENSE ENTERPRISE	Australia	Reg. Date 10/02/01	Registered	Reg. No. 860820
Websense, Inc.	WEBSENSE ENTERPRISE	Canada	Reg. Date 10/18/02	Registered	Reg. No. TMA569063
Websense, Inc.	WEBSENSE YES!	US	Reg. Date 6/16/09	Registered	Reg. No. 3638369
Websense, Inc.	YES (Design)	US	Reg. Date 6/16/09	Registered	Reg. No. 3638371
Websense, Inc.	TRITON	US	Reg. Date 1/15/13	Registered	Reg. No. 4274048
Websense, Inc.	TRITON	Australia	Reg. Date 5/22/13	Registered	Reg. No. 1438222 *Consent Agreement with Triton System entered

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Owner	Trademark	Jurisdiction	Date	Status	Registration No.
Websense, Inc.	TRITON	Canada	Reg. Date 9/13/13	Registered	Reg. No. TMA860112
Websense, Inc.	WEBSENSE TRITON	China	App. Date 1/21/14	Pending	App. No. 13950447
Websense, Inc.	WEBSENSE TRITON	China	App. Date 1/21/14	Pending	App. No. 13950446
Websense, Inc.	TRITON	Europe	Reg. Date 12/21/11	Registered	Reg. No. 10139814
Websense, Inc.	WEBSENSE TRITON	India	App. Date 1/31/13	Pending	App. No. 2469856
Websense, Inc.	WEBSENSE TRITON	India	App. Date 1/31/13	Pending	App. No. 2469855
PortAuthority Technologies Inc.	PORTAUTHORITY	US	Reg. Date 10/07/2003	Registered	Reg. No. 2772306
PortAuthority Technologies Inc.	PORTAUTHORITY TECHNOLOGIES	Europe	Reg. Date 5/14/07	Registered	Reg. No. 004726535

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