TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564191

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Forcepoint LLC		02/10/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Raytheon Company
Street Address:	870 Winter Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	88768052	F
Serial Number:	88768058	F
Serial Number:	88768067	FORCEPOINT
Serial Number:	88768070	FORCEPOINT

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132
Email: linda.salera@morganlewis.com
Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	02/27/2020

Total Attachments: 6
source=Raytheon - Trademark Security Agreement to Second AR Promissory Note (02-10-20)#page1.tif

CH $115.00 88768052

source=Raytheon - Trademark Security Agreement to Second AR Promissory Note (02-10-20)#page2.tif
source=Raytheon - Trademark Security Agreement to Second AR Promissory Note (02-10-20)#page3.tif
source=Raytheon - Trademark Security Agreement to Second AR Promissory Note (02-10-20)#page4.tif
source=Raytheon - Trademark Security Agreement to Second AR Promissory Note (02-10-20)#page5.tif
source=Raytheon - Trademark Security Agreement to Second AR Promissory Note (02-10-20)#page6.tif

This **TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of February 10, 2020, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Raytheon Company, a Delaware corporation (the "Lender" or "Raytheon").

WITNESSETH:

WHEREAS, (i) pursuant to the Second Amended and Restated Secured Promissory Note, dated as of August 25, 2017, as amended by that certain First Amendment to the Second Amended and Restated Secured Promissory Note, dated as of May 31, 2018, and as further amended by that certain Second Amendment to the Second Amended and Restated Secured Promissory Note, dated as of March 11, 2019, and by that certain Third Amendment to the Second Amended and Restated Secured Promissory Note, dated as of August 28, 2019 (as so amended, and as further amended and restated, supplemented or modified from time to time, the "Note"), by the Grantor, RedOwl Analytics, Inc., a Delaware corporation, RedOwl International, LLC, a Delaware limited liability company, Tomahawk Holdings, Inc., a Delaware corporation, Raytheon Oakley Systems, LLC, a Delaware limited liability company, Forcepoint Federal, LLC, a Delaware limited liability company, Tomahawk Acquisition, Inc., a Delaware corporation, Websense, LLC, a Delaware limited liability company, Carnelian, LLC., a Delaware limited liability company, PortAuthority Technologies, LLC, a Delaware limited liability company, New Websense, Inc., a Delaware corporation, and Forcepoint International Limited, an Irish private company limited by shares (collectively, the "Borrowers"), Raytheon has agreed to make loans and extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein and (ii) the Grantor has executed and delivered to Raytheon, and Raytheon has accepted and acknowledged, that certain Trademark Security Agreement, dated as of May 29, 2015, as amended by that certain Trademark Security Agreement Supplement, dated as of March 11, 2019 (as so amended, and as further amended and restated, supplemented and/or modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Grantor 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, the 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. The 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, 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 the 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 5 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 Supplement is granted in conjunction with the security interests granted to Raytheon pursuant to the Note and the 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 Grantor makes the following representations and warranties on the date hereof and on each date that a Revolving Loan is made:

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

(b) The Grantor has duly executed and delivered this Trademark Security Agreement Supplement; 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 the Grantor owns and which are not set forth on Schedule 1 to the Trademark Security Agreement.

Section 5. Further Actions. The Grantor shall, at the 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 Supplement, 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 Supplement in the United States Patent and Trademark Office and in all applicable jurisdictions in the United States of America.

Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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 Supplement 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 Supplement 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 the 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 Supplement. Any action or proceeding relating to this Trademark Security Agreement Supplement shall be exclusively brought in any court of competent jurisdiction in New York, New York, and Raytheon and the Grantor 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, the Grantor has caused this Trademark Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FORCEPOINT LLC, as Grantor

By: _____
Name: John D. Holmes
Title: General Counsel

[Signature Page to Trademark Security Agreement Supplement]

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

Schedule 1

Trademarks

Recorded Owner	Trademark	Registration/Filing Date	Status	Registration/Application No.
Forcepoint LLC	New F Logo	01/21/2020	Pending	88768052
Forcepoint LLC	New F Logo	01/21/2020	Pending	88768058
Forcepoint LLC	FORCEPOINT Stylized	01/21/2020	Pending	88768067
Forcepoint LLC	FORCEPOINT Stylized	01/21/2020	Pending	88768070