

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENTRUST HOLDINGS, INC.		10/31/2012	CORPORATION: DELAWARE
ENTRUST, INC.		10/31/2012	CORPORATION: MARYLAND
ENTRUST LIMITED		10/31/2012	CORPORATION: CANADA
ENTRUST INTERNATIONAL LLC		10/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
CYGNACOM SOLUTIONS INC.		10/31/2012	CORPORATION: VIRGINIA
ORION SECURITY SOLUTIONS, INC.		10/31/2012	CORPORATION: VIRGINIA
ENCOMMERCE, INC.		10/31/2012	CORPORATION: CALIFORNIA
BUSINESS SIGNATURES CORPORATION		10/31/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85704026	ENTRUST AUTHORITY	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 683-5627		
Email:	nancychow@paulhastings.com		

CH \$40.00 85704026

Correspondent Name: Nancy Chow
Address Line 1: Paul Hastings LLP
Address Line 2: 515 South Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WF/ENTRUST (73896.00035)
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NAME OF SUBMITTER:	Nancy Chow
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Signature:	/Nancy Chow/
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Date:	11/01/2012
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Total Attachments: 6

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AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of July 28, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "Grantor" and collectively, jointly, and severally as "Grantors"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, (formerly known as Wells Fargo Foothill, LLC), in its capacity as United States agent for the Lender Group and the Bank Product Providers, as such terms are defined therein (in such capacity, together with its successors and assigns in such capacity, "Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office ("USPTO") on July 29, 2009 at Reel 004034, Frame 0190, as amended by that certain Amendment Number One to Trademark Security Agreement recorded with the USPTO on March 11, 2011 at Reel 004497, Frame 0163; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by amending, among other things, Schedule I to the Trademark Security Agreement to add certain Trademarks to the Trademark Collateral, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Grantor and Agent hereby agree that Schedule I to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on Schedule I attached hereto (the "Additional Trademark Collateral"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule I attached thereto and shall secure all Secured Obligations.

2. Each Grantor and Agent hereby agree that the Trademark Security Agreement is hereby amended by inserting a new section "8" immediately following Section 7 appearing therein as follows:

"8. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*."

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on Schedule I attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true, correct, and complete in all material respects (except that such materiality qualifier shall not be applicable to any

representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct, and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date); and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

4. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic means of transmission shall be deemed an original executed counterpart hereto.

6. This Amendment is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

ENTRUST HOLDINGS, INC.,
a Delaware corporation

By: 

Name: James Kendry

Title: Vice President

ENTRUST, INC.,
a Maryland corporation

By: 

Name: James Kendry

Title: Vice President

ENTRUST LIMITED,
a corporation amalgamated under the laws of
the Province of Ontario

By: 

Name: James Kendry

Title: Vice President

ENTRUST INTERNATIONAL LLC,
a Delaware limited liability company

By: 

Name: James Kendry

Title: Secretary

CYGNACOM SOLUTIONS INC.,
a Virginia corporation

By: 

Name: David Wagner

Title: Secretary

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

ORION SECURITY SOLUTIONS, INC.,
a Virginia corporation

By: 

Name: David Wagner

Title: Secretary

ENCOMMERCE, INC.,
a California corporation

By: 

Name: James Kendry

Title: Chief Executive Officer

BUSINESS SIGNATURES CORPORATION,
a Delaware corporation

By: 

Name: James Kendry

Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

U.S. AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: _____
Name: John Nocita
Title: Managing Director

[SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004892 FRAME: 0344

SCHEDULE I

United States Trademark Registrations/Applications

MATTER # / MARK	CURRENT OWNER (name, address & tel)	SERIAL NO.	REGIS. NO.	REGIS. DATE	STATUS (LIVE, DEAD, NOTES, ETC.)
ENTRUST AUTHORITY	Entrust, Inc. One Lincoln Center 5400 LBJ Freeway Suite 1340 Dallas, Texas USA 75240	85704026			LIVE Application Pending