

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Senior Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Websense, Inc.	10/11/2007
PortAuthority Technologies, Inc.	10/11/2007

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated, as Senior Collateral Agent
Street Address:	One Pierrepont Plaza, 300 Cadman Plaza West
Internal Address:	7th Floor
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11201

PROPERTY NUMBERS Total: 46

Property Type	Number
Patent Number:	7194464
Patent Number:	5983270
Patent Number:	6606659
Patent Number:	6947985
Patent Number:	7185015
Patent Number:	6928545
Patent Number:	7181625
Application Number:	11134185
Application Number:	10616420
Application Number:	11225297
Application Number:	11624622
Application Number:	11143006
Application Number:	11146318

PATENT

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Application Number:	11624635
Application Number:	11319678
Application Number:	11484240
Application Number:	11484335
Application Number:	11680484
Application Number:	60868305
Application Number:	11680494
Application Number:	60887908
Application Number:	09922846
Application Number:	10398192
Application Number:	10398193
Application Number:	10398514
Application Number:	09897013
Application Number:	10927044
Application Number:	10051012
Application Number:	10203744
Application Number:	10471605
Application Number:	10003269
Application Number:	10479524
Application Number:	10170456
Application Number:	10233408
Application Number:	10208866
Application Number:	10357201
Application Number:	10504852
Application Number:	10533452
Application Number:	10748178
Application Number:	10787306
Application Number:	10815764
Application Number:	10859156
Application Number:	10839147
Application Number:	10881181
Application Number:	11485537
Application Number:	10078000

CORRESPONDENCE DATA

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Address Line 4: New York, NEW YORK 11701

ATTORNEY DOCKET NUMBER:

391000/1171

NAME OF SUBMITTER:

Matthew Fagin

Total Attachments: 12

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SENIOR PATENT SECURITY AGREEMENT

This SENIOR PATENT SECURITY AGREEMENT ("Agreement"), dated as of October 11, 2007, is entered into by and between Websense, Inc. and PortAuthority Technologies, Inc. (collectively, the "Grantors") and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent (the "Senior Collateral Agent") pursuant to that certain Senior Guarantee and Collateral Agreement dated as of October 11, 2007, between the Senior Collateral Agent and each of the Grantors (the "Security Agreement"), and pursuant to that certain Senior Credit Agreement, dated as of October 11, 2007 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement") among Websense, a Delaware corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto, Morgan Stanley Senior Funding, Inc., as sole lead arranger and sole bookrunner, Bank of America, N.A., as syndication agent, the co-documentation agents named therein, Morgan Stanley Senior Funding, Inc., as senior administrative agent, and the Senior Collateral Agent.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, each Grantor is granting a security interest to the Senior Collateral Agent in certain Collateral, including the Patents set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Senior Collateral Agent hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to the Senior Collateral Agent, for the benefit of the Senior Secured Parties, a security interest in all Patents now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all of the Senior Obligations.

(b) Schedule A hereto contains a true and accurate list of all of each Grantor's United States Patents, including all patent applications, as of the date hereof.

(c) The security interest granted hereby is granted in conjunction with the security interest granted to the Senior Collateral Agent under the Security Agreement. The rights and remedies of the Senior Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Senior Collateral Agent as a matter of law or equity. The

exercise by the Senior Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Senior Collateral Agent, of any or all other rights, powers or remedies.

2. Modifications

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Grantor authorizes the Senior Collateral Agent, upon notice to such Grantor, to modify this Agreement in the name of and on behalf of such Grantor without obtaining such Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Patent owned or subsequently acquired by such Grantor. Each Grantor additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Senior Collateral Agent from time to time, to subject any such owned or subsequently acquired right, title or interest in any Patent to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

4. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Senior Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Senior Collateral Agent (other than as provided in Section 11.6 of the Credit Agreement) and, unless so consented to, each such assignment, transfer or delegation by any Grantor shall be void.

5. Counterparts

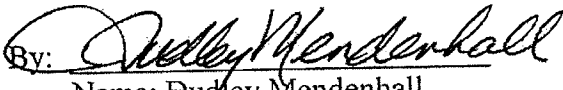
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparties taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Senior Collateral Agent.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

WEBSense, INC.

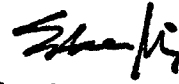
By: 
Name: ~~Dudley~~ Mendenhall
Title: Senior Vice President and Chief
Financial Officer

PORTAUTHORITY TECHNOLOGIES, INC.

By: 
Name: Douglas C. Wride
Title: Chief Financial Officer

SENIOR COLLATERAL AGENT:

MORGAN STANLEY & CO. INCORPORATED,
as Senior Collateral Agent



By: _____
Name: **Stephen B. King**
Title: **Executive Director**
Morgan Stanley & Co., Inc.

[Senior Patent Security Agreement]

PATENT
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Schedule A to SENIOR PATENT SECURITY AGREEMENT

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	Pub. date: 9/22/2005	Pub. No. US20050210035 App. No. 11/134,185
Websense, Inc.	SYSTEM AND METHOD FOR ADAPTING AN INTERNET FILTER	Issue date: 3/20/2007	7194464
Websense, Inc.	METHOD AND APPARATUS FOR MANAGING INTERNETWORK AND INTRANETWORK ACTIVITY	Issue date: 11/09/1999	5983270
Websense, Inc.	SYSTEM AND METHOD FOR CONTROLLING ACCESS TO INTERNET	Issue date: 8/12/2003	6606659
Websense, Inc.	FILTERING TECHNIQUES FOR MANAGING ACCESS TO INTERNET SITES OR OTHER SOFTWARE APPLICATIONS	Issue date: 9/20/2005	6947985

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	Issue date: 2/27/2007	7185015
Websense, Inc.	SYSTEM AND METHOD FOR CONTROLLING ACCESS TO INTERNET SITES	7/08/03	App. No.: 10/616,420
Websense, Inc.	FILTERING TECHNIQUES FOR MANAGING ACCESS TO INTERNET SITES OR OTHER SOFTWARE APPLICATIONS	9/13/05	App. No.: 11/225,297
Websense, Inc.	SYSTEM AND METHOD FOR ADAPTING AN INTERNET FILTER	1/18/07	App. No.: 11/624,622
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	6/01/05	App. No.: 11/143,006
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	6/01/05	App. No.: 11/146,318

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	1/18/07	App. No.: 11/624,635
Websense, Inc.	REAL-TIME LOCKDOWN	12/28/05	App. No.: 11/319,678
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB CONTENT	7/10/06	App. No.: 11/484,240
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB CONTENT	7/10/06	App. No.: 11/484,335
Websense, Inc.	SYSTEM AND METHOD OF CONTROLLING ACCESS TO THE INTERNET	2/28/07	App. No.: 11/680,484
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB ADDRESSES	12/01/06	App. No.: 60/868,305
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB ADDRESSES	2/28/07	App. No.: 11/680,494
Websense, Inc.	SYSTEM AND METHOD FOR ADDING CONTEXT TO PREVENT DATA LEAKAGE OVER A COMPUTER NETWORK	2/2/07	App. No.: 60/887,908

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
PortAuthority Technologies, Inc.	NETWORK CONTENT ACCESS CONTROL	4/10/00	U.S. Pat. No.: 6,928,545
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR LOCATING AN INTERNET USER	8/7/01	App. No.: 09/922,846
PortAuthority Technologies, Inc.	SECURE DISTRIBUTION OF DIGITAL CONTENT	1/17/01	U.S. Pat. No.: 7,181,625
PortAuthority Technologies, Inc.	SECURE DISTRIBUTION OF DIGITAL CONTENT	10/01/01	App. No.: 10/398,192
PortAuthority Technologies, Inc.	A METHOD AND SYSTEM FOR DISTRIBUTING DIGITAL CONTENT WITH EMBEDDED MESSAGE	10/3/01	App. No.: 10/398,193
PortAuthority Technologies, Inc.	A METHOD AND APPARATUS FOR SUPPORTING ELECTRONIC CONTENT DISTRIBUTION	10/16/01	App. No.: 10/398,514
PortAuthority Technologies, Inc.	A METHOD AND APPLICATION FOR A REACTIVE DEFENSE AGAINST ILLEGAL DISTRIBUTION OF MULTIMEDIA CONTENT IN FILE SHARING NETWORKS	7/3/01	App. No.: 09/897,013

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR INFORMATION DISTRIBUTION MANAGEMENT	8/27/04	App. No.: 10/927,044
PortAuthority Technologies, Inc.	A METHOD FOR SECURING DIGITAL CONTENT	1/22/02	App. No.: 10/051,012
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR CREATION, MANAGEMENT AND ANALYSIS OF DISTRIBUTION SYNDICATES	3/31/02	App. No.: 10/203,744
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR CREATION, MANAGEMENT AND ANALYSIS OF DISTRIBUTION SYNDICATES	3/31/02	App. No.: 10/471,605
PortAuthority Technologies, Inc.	A SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED TRANSPORT OF DIGITAL CONTENT	12/6/01	App. No.: 10/003,269
PortAuthority Technologies, Inc.	A METHOD AND A SYSTEM FOR EMBEDDING TEXTUAL FORENSIC INFORMATION	6/16/02	App. No.: 10/479,524

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
PortAuthority Technologies, Inc.	A METHOD AND SYSTEM FOR ROBUST EMBEDDING OF WATERMARKS AND STEGOGRAMS IN DIGITAL VIDEO CONTENT	6/14/02	App. No. 10/170,456
PortAuthority Technologies, Inc.	A METHOD FOR ENCRYPTION IN AN UN-TRUSTED ENVIRONMENT	8/21/2007	U.S. Pat. No.: 7,260,215
PortAuthority Technologies, Inc.	A METHOD FOR THE CUSTOMIZATION OF COMMERCIAL PRODUCT PLACEMENT ADVERTISEMENTS IN DIGITAL MEDIA	8/1/02	App. No.: 10/208,866
PortAuthority Technologies, Inc.	A METHOD FOR CONTROLLING UNAUTHORIZED DISSEMINATION OF ELECTRONIC MAIL	2/04/03	App. No.: 10/357,201
PortAuthority Technologies, Inc.	A SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED DISSEMINATION OF DOCUMENTS AND PORTABLE MEDIA	2/27/03	App. No.: 10/504,852
PortAuthority Technologies, Inc.	A METHOD AND SYSTEM FOR MANAGING CONFIDENTIAL INFORMATION	10/28/03	App. No.: 10/533,452

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
PortAuthority Technologies, Inc.	A METHOD AND SYSTEM FOR PROTECTING CONFIDENTIAL INFORMATION	12/31/03	App. No.: 10/748,178
PortAuthority Technologies, Inc.	A METHOD AND SYSTEM FOR DISTRIBUTION POLICY ENFORCEMENT ON FAX	2/27/04	App. No.: 10/787,306
PortAuthority Technologies, Inc.	A METHOD AND A SYSTEM FOR INFORMATION IDENTIFICATION	4/2/04	App. No.: 10/815,764
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR ELECTRONIC MAIL FILTERING	6/3/04	App. No.: 10/859,156
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR ASSURING COMPLIANCE WITH DISTRIBUTION AND USAGE POLICY	5/6/04	App. No.: 10/839,147
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR ENSURING COMPLIANCE WITH A DISTRIBUTION POLICY	7/1/04	App. No.: 10/881,181
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR INFORMATION LEAK PREVENTION	7/13/06	App. No.: 11/485,537

<u>Grantor</u>	<u>Patent</u>	<u>Date</u>	<u>Patent No.</u>
PortAuthority Technologies, Inc.	SYSTEM FOR ANONYMOUS DISTRIBUTION AND DELIVERY OF DIGITAL GOODS	2/20/02	App. No.: 10/078,000