

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Morgan Stanley & Co. Incorporated, in its capacity as resigning Senior Collateral Agent	06/10/2008

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., in its capacity as successor Senior Collateral Agent
Street Address:	1455 Market Street, 5th Floor
Internal Address:	Mail Code: CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103

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
Patent Number:	7260215
Application Number:	11134185
Application Number:	10616420
Application Number:	11225297
Application Number:	11624622
Application Number:	11143006
Application Number:	11146318

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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:	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

Fax Number: (919)416-8328

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625.004120 JES
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NAME OF SUBMITTER:	John E. Slaughter
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Total Attachments: 8
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") dated as of June 10, 2008 is by and among WEBSense, INC., a Delaware corporation (the "Borrower"), the Guarantors identified on the signature pages hereto, MORGAN STANLEY & CO. INCORPORATED, in its capacity as resigning Senior Collateral Agent (in such capacity, the "Resigning Senior Collateral Agent"), and BANK OF AMERICA, N.A., in its capacity as successor Senior Collateral Agent (in such capacity, the "Successor Senior Collateral Agent").

RECITALS:

1. Reference is made to the Senior Credit Agreement (as amended, modified and supplemented from time to time, the "Senior Credit Agreement") dated as of October 11, 2007 among Websense, Inc., a Delaware corporation (the "Borrower"), the Guarantors identified therein, the Lenders identified therein, Morgan Stanley Senior Funding, Inc., as Senior Administrative Agent, and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent.

2. In connection with the resignation of Morgan Stanley & Co. Incorporated as Senior Collateral Agent and the appointment of Bank of America, N.A. as successor Senior Collateral Agent, the Resigning Senior Collateral Agent desires to assign all of its right, title and interest in and to the Collateral and the Security Documents to the Successor Senior Collateral Agent.

NOW, THEREFORE, IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Assignment. The Resigning Senior Collateral Agent transfers, assigns, grants and conveys to the Successor Senior Collateral Agent all of the Resigning Senior Collateral Agent's right, title and interest in and to the Collateral and the Security Documents, including, without limitation, all liens and security interests arising under the Security Documents and all financing statements and other filings and registrations relating to the Security Documents.

3. Cooperation. The Loan Parties, the Resigning Senior Collateral Agent and the Successor Senior Collateral Agent shall cooperate with each other to effect the transition of the Senior Collateral Agent function from the Resigning Senior Collateral Agent to the Successor Senior Collateral Agent. Without limitation of the foregoing, (a) the Resigning Senior Collateral Agent shall deliver to the Successor Senior Collateral Agent, on or promptly following the date hereof, each of the documents, instruments and agreements identified on Schedule 1 hereto, (b) the Loan Parties and the Resigning Senior Collateral Agent authorize the Successor Senior Collateral Agent to prepare and record UCC-3 amendments to the financing statements relating to the Security Documents amending the name of the secured party to Bank of America, N.A., as Senior Collateral Agent, (c) with respect to each deposit account, commodity account, securities account and securities entitlement that is subject to a control agreement among the Loan Party that owns such account or entitlement, the depository institution and securities intermediary that maintains such account or entitlement (the "Applicable Intermediary") and the Resigning Senior Collateral Agent (each an "Existing Control Agreement"), the Loan Parties shall cause the Applicable Intermediary to consent to the assignment of the Existing Control Agreement from the Resigning Senior Collateral Agent to the Successor Senior Collateral Agent or to enter into a control agreement with the Successor Senior Collateral Agent in substantially the form of the applicable Existing Control Agreement (with such changes as the Successor Senior Collateral Agent approves in its

reasonable discretion), in each case unless such assignment does not require the consent of the Applicable Intermediary, (d) the Loan Parties shall designate the Successor Senior Collateral Agent as loss payee and/or additional insured on all insurance to the extent the Senior Collateral Agent is required to be so designated pursuant to Section 5.3 of the Senior Guarantee and Collateral Agreement, (e) the Loan Parties and the Resigning Senior Collateral Agent authorize the Successor Collateral Agent to file amendments (including the filing of this Agreement) to the Senior Trademark Security Agreement, the Senior Copyright Security Agreement and the Senior Patent Security Agreement with appropriate government authorities amending the name of the secured party to Bank of America, N.A., as Senior Collateral Agent and (f) the Loan Parties and the Resigning Collateral Agent shall execute and delivery such assignments, amendments and notices as are required or advisable in connection with the Foreign Pledge Agreements.

4. Successors and Assigns. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

5. No Novation. The parties hereto agree that this Agreement shall constitute an amendment to any of the Security Documents and shall not constitute a novation in any manner whatsoever. Upon assignment, the Successor Senior Collateral Agent shall replace the Resigning Senior Collateral Agent as Senior Collateral Agent under the Security Documents and thereafter the Successor Senior Collateral Agent shall hold all liens identified in the Security Documents.

6. Expenses. The Loan Parties agree to reimburse the Resigning Senior Collateral Agent and the Successor Senior Collateral Agent for all reasonable out-of-pocket expenses (including reasonable fees and expenses of counsel) incurred in connection with this Agreement.


7. Counterparts; Facsimile Delivery. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be effective as an original.

8. Governing Law. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the following have executed this Assignment Agreement on the date first above written.

MORGAN STANLEY & CO. INCORPORATED, as resigning Senior Collateral Agent

By: _____ 

Name: **Stephen B. King**

Title: **Executive Director**

Morgan Stanley & Co., Inc.

BANK OF AMERICA, N.A., as successor Senior Collateral Agent

By: _____

Name:

Title:

WEBSense, INC., a Delaware corporation
PORTAUTHORITY TECHNOLOGIES, INC., a Delaware corporation
SURFCONTROL, INC., a California corporation

By: _____

Name:


Title:

IN WITNESS WHEREOF, the following have executed this Assignment Agreement on the date first above written.

MORGAN STANLEY & CO. INCORPORATED, as resigning Senior Collateral Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as successor Senior Collateral Agent

By:  _____
Name: Charles Graber
Title: Vice President

WEBSense, INC., a Delaware corporation
PORTAUTHORITY TECHNOLOGIES, INC., a Delaware corporation
SURFCONTROL, INC., a California corporation

By: _____
Name:
Title:

IN WITNESS WHEREOF, the following have executed this Assignment Agreement on the date first above written.

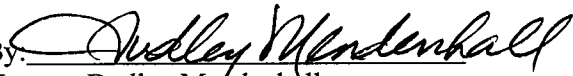
MORGAN STANLEY & CO. INCORPORATED, as resigning Senior Collateral Agent

By: _____
Name:
Title:

BANK OF AMERICA, N.A., as successor Senior Collateral Agent

By: _____
Name:
Title:

WEBSense, INC., a Delaware corporation
PORTAUTHORITY TECHNOLOGIES, INC., a Delaware corporation
SURFCONTROL, INC., a California corporation

By: 
Name: Dudley Mendenhall
Title: Sr. Vice President, Chief Financial Officer

Schedule 1

POSSESSORY COLLATERAL TO BE DELIVERED

Stock Certificates and related Stock Powers

<u>Pledgor</u>	<u>Issuer</u>	<u>Stock Certificate</u>	<u>No. of Shares</u>
Websense, Inc.	PortAuthority Technologies, Inc.	C-2	100
Websense, Inc.	Websense Canada, Inc.	C-2	65
Websense, Inc.	Websense Mauritius	005	390,000
Websense, Inc.	Websense SC Holdings Limited	5	65
Websense, Inc.	Websense International Limited	1	650
PortAuthority Technologies Inc.	Security Software Websense Israel Ltd.	2	650

Pledged Notes and related Endorsements

<u>Pledgor</u>	<u>Maker</u>	<u>Principal Amount</u>	<u>Issue Date</u>
Websense, Inc.	Websense SC Holdings Limited	\$120,000,000	10/8/2007
Websense, Inc.	Websense SC Holdings Limited	\$ 25,000,000	10/8/2007
Websense, Inc.	Websense International Limited	\$ 13,000,000	10/8/2007
SurfControl, Inc.	SurfControl Plc	\$ 35,000,000	6/20/2006

Original Collateral Agreements

1. Senior Guarantee and Collateral Agreement dated October 11, 2007 among Websense, Inc. and certain of its Subsidiaries, Morgan Stanley & Co. Incorporated, as Senior Collateral Agent and Morgan Stanley Senior Funding, Inc., as Senior Administrative Agent.
2. Charge Over Shares dated October 11, 2007 among Websense, Inc., as Chargor and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent
3. Security Trust Deed dated October 11, 2007 among Morgan Stanley & Co. Incorporated, as Senior Collateral Agent, Morgan Stanley Senior Funding, Inc., as Senior Administrative Agent and Websense, Inc.
4. Charge Over Shares in respect of the shares of Websense International Limited dated October 11, 2007 among Websense, Inc., as Chargor and Morgan Stanley & Co. Incorporated, as Senior Collateral Agent

Schedule 1

Websense, Inc.
(Delaware Corporation)
and
PortAuthority Technologies, Inc.
(Delaware Corporation)

U.S. Patents

Issued Patents

Description	Patent No.	Issued
SYSTEM AND METHOD FOR ADAPTING AN INTERNET FILTER	7194464	03/20/07
METHOD AND APPARATUS FOR MANAGING INTERNETWORK AND INTRANETWORK ACTIVITY	5983270	11/09/99
SYSTEM AND METHOD FOR CONTROLLING ACCESS TO INTERNET	6606659	08/12/03
FILTERING TECHNIQUES FOR MANAGING ACCESS TO INTERNET SITES OR OTHER SOFTWARE APPLICATIONS	6947985	09/20/05
SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	7185015	02/27/07
NETWORK CONTENT ACCESS CONTROL	6928545	04/10/00
SECURE DISTRIBUTION OF DIGITAL CONTENT	7181625	01/17/01
A METHOD FOR ENCRYPTION IN AN UN-TRUSTED ENVIRONMENT	7260215	08/21/07

Pending Applications

Description	Appl. No.	Filing Date
SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	11134185 20050210035	09/22/05
SYSTEM AND METHOD OF MONITORING AND CONTROLLING ACCESS TO INTERNET SITES	10616420	07/08/03
FILTERING TECHNIQUES FOR MANAGING ACCESS TO INTERNET SITES OR OTHER SOFTWARE APPLICATIONS	11225297	09/13/05
SYSTEM AND METHOD FOR ADAPTING AN INTERNET FILTER	11624622	01/18/07
SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	11143006	06/01/05
SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	11146318	06/01/05
SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	11624635	01/18/07
REAL-TIME LOCKDOWN	11319678	12/28/05
SYSTEM AND METHOD OF ANALYZING WEB CONTENT	11484240	07/10/06
SYSTEM AND METHOD OF ANALYZING WEB CONTENT	11484335	07/10/06
SYSTEM AND METHOD OF CONTROLLING ACCESS TO THE INTERNET	11680484	02/28/07
SYSTEM AND METHOD OF ANALYZING WEB ADDRESSES	60868305	12/01/06
SYSTEM AND METHOD OF ANALYZING WEB ADDRESSES	11680494	02/28/07
SYSTEM AND METHOD FOR ADDING CONTEXT TO PREVENT DATA LEAKAGE OVER A COMPUTER NETWORK	60887908	02/02/07
APPARATUS AND METHOD FOR LOCATING AN INTERNET USER	09922846	08/07/01

Description	Appl. No.	Filing Date
SECURE DISTRIBUTION OF DIGITAL CONTENT	10398192	10/01/01
A METHOD AND SYSTEM FOR DISTRIBUTING DIGITAL CONTENT WITH EMBEDDED MESSAGE	10398193	10/03/01
A METHOD AND APPARATUS FOR SUPPORTING ELECTRONIC CONTENT DISTRIBUTION	10398514	10/16/01
A METHOD AND APPLICATION FOR A REACTIVE DEFENSE AGAINST ILLEGAL DISTRIBUTION OF MULTIMEDIA CONTENT IN FILE SHARING NETWORKS	09897013	07/03/01
METHOD AND SYSTEM FOR INFORMATION DISTRIBUTION MANAGEMENT	10927044	08/27/04
A METHOD FOR SECURING DIGITAL CONTENT	10051012	01/22/02
METHOD AND SYSTEM FOR CREATION, MANAGEMENT AND ANALYSIS OF DISTRIBUTION SYNDICATES	10203744	03/31/02
METHOD AND SYSTEM FOR CREATION, MANAGEMENT AND ANALYSIS OF DISTRIBUTION SYNDICATES	10471605	03/31/02
A SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED TRANSPORT OF DIGITAL CONTENT	10003269	12/06/01
A METHOD AND A SYSTEM FOR EMBEDDING TEXTUAL FORENSIC INFORMATION	10479524	06/16/02
A METHOD AND SYSTEM FOR ROBUST EMBEDDING OF WATERMARKS AND STEGANOGRAMS IN DIGITAL VIDEO CONTENT	10170456	06/14/02
A METHOD FOR THE CUSTOMIZATION OF COMMERCIAL PRODUCT PLACEMENT ADVERTISEMENTS IN DIGITAL MEDIA	10208866	08/01/02
A METHOD FOR CONTROLLING UNAUTHORIZED DISSEMINATION OF ELECTRONIC MAIL	10357201	02/04/03
A SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED DISSEMINATION OF DOCUMENTS AND PORTABLE MEDIA	10504852	02/27/03
A METHOD AND SYSTEM FOR MANAGING CONFIDENTIAL INFORMATION	10533452	10/28/03
A METHOD AND SYSTEM FOR PROTECTING CONFIDENTIAL INFORMATION	10748178	12/31/03
A METHOD AND SYSTEM FOR DISTRIBUTION POLICY ENFORCEMENT ON FAX	10787306	02/27/04
A METHOD AND A SYSTEM FOR INFORMATION IDENTIFICATION	10815764	04/02/04
APPARATUS AND METHOD FOR ELECTRONIC MAIL FILTERING	10859156	06/03/04
APPARATUS AND METHOD FOR ASSURING COMPLIANCE WITH DISTRIBUTION AND USAGE POLICY	10839147	05/06/04
APPARATUS AND METHOD FOR ASSURING COMPLIANCE WITH A DISTRIBUTION POLICY	10881181	07/01/04
METHOD AND SYSTEM FOR INFORMATION LEAK PREVENTION	11485537	07/13/06
SYSTEM FOR ANONYMOUS DISTRIBUTION AND DELIVERY OF DIGITAL GOODS	10078000	02/20/02