

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TW Breach Security, Inc.	02/28/2011

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	353 Fifth Avenue, 27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017

PROPERTY NUMBERS Total: 12

Property Type	Number
Application Number:	09365185
Application Number:	10807514
Application Number:	12270635
Application Number:	12697049
Application Number:	12722788
Application Number:	12700468
Application Number:	12234303
Application Number:	11532058
Application Number:	11458965
Application Number:	11532060
Application Number:	11325234
Application Number:	10422607

CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

PATENT

501459432

REEL: 025914 FRAME: 0284

CH \$480.00 09365185

Phone: 202-408-3121 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	700365
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NAME OF SUBMITTER:	Jean Paterson
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**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated February 28, 2011 by and between **SILICON VALLEY BANK**, as California corporation ("Bank") and **TW BREACH SECURITY, INC.**, a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of August 19, 2009 by and among Bank and **TRUSTWAVE HOLDINGS, INC.**, a Delaware corporation ("Holdings"), **TRUSTWAVE INTERMEDIATE, INC.**, a Delaware corporation ("Intermediate"), **TW VERICEPT CORPORATION**, a Delaware corporation ("Vericept"), **TRUSTWAVE GOVERNMENT SOLUTIONS, INC.**, a Delaware corporation ("Government") and **TW BREACH SECURITY, INC.**, a Delaware corporation ("Breach" and, individually and collectively, jointly and severally, with Holdings, Intermediate, Vericept, and Government, "Borrower"), and (ii), as amended by a certain First Loan Modification Agreement dated October 19, 2009 among Borrower and Bank, as further amended by a certain Consent and Second Loan Modification Agreement dated January 6, 2010 among Borrower and Bank, as further amended by a certain Consent and Third Loan Modification Agreement dated March 1, 2010 among Borrower and Bank, as further amended by a certain Joinder and Fourth Loan Modification Agreement dated April 7, 2010 among Borrower and Bank, as further amended by a certain Waiver and Fifth Loan Modification Agreement dated August 30, 2010 among Borrower and Bank, as further amended by a certain Sixth Loan Modification Agreement dated November \_\_, 2010 among Borrower and Bank, as further amended by a certain Seventh Loan Modification Agreement dated November 29, 2010 among Borrower and Bank, and as further amended by a certain Joinder Agreement dated February \_\_, 2011 among Borrower and Bank (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or

held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

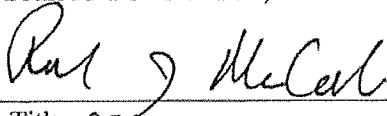
GRANTOR:

Address of Grantor:

70 W. Madison Street, Suite 1050  
Chicago, IL 60602

Attn: Legal Department

TW BREACH SECURITY, INC.

By:   
Title: CEO

BANK:

Address of Bank:

3003 Tasman Drive  
Santa Clara, CA 95054-1191

Attn: \_\_\_\_\_

SILICON VALLEY BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>
Data Quality Assurance	09/365,185
Detecting Corrupted Data Before Transmission to a Client	10/807,514
Method and Apparatus for Detection of Information Transmission Abnormalities	12/270,635
Method and Apparatus for Excessive Access Rate Detection	12/697,049
Method and Apparatus for Phishing and Leeching Vulnerability Detection	12/722,788
Method and System for Providing Remote Protection of Web Servers	12/700,468
System and Method for Detecting Security Defects in Applications	12/234,303
System and Method of Preventing Web Application Threats	11/532,058
System and Method of Securing Networks Against Application Threats	11/458,965
System and Method of Securing Web Applications Across an Enterprise	11/532,060
System to Enable Detecting Attacks within Encrypted Traffic	11/325,234
Transparent Proxy Server	10/422,607

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ModSecurity	3173826	21-Nov-06
WebDefend	3541843	2-Dec-08
BreachView	3592989	17-Mar-09



EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

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