

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Supplemental First Lien Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Blue Coat Systems, Inc.	09/14/2012
RECEIVING PARTY DATA	
Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7103617
Application Number:	13279146
Application Number:	13299773
Application Number:	13345081
Application Number:	13408920
Application Number:	13446974
CORRESPONDENCE DATA	
Fax Number:	2127514864
Phone:	212-906-1200
Email:	angela.amaru@lw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP
Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	038507-0214
NAME OF SUBMITTER:	Angela M. Amaru
Total Attachments: 5 source=BlueCoat-FirstLien.Supplemental PSA pdf#page1.tif source=BlueCoat-FirstLien.Supplemental PSA pdf#page2.tif source=BlueCoat-FirstLien.Supplemental PSA pdf#page3.tif source=BlueCoat-FirstLien.Supplemental PSA pdf#page4.tif source=BlueCoat-FirstLien.Supplemental PSA pdf#page5.tif	

SUPPLEMENTAL FIRST LIEN PATENT SECURITY AGREEMENT

This Supplemental First Lien Patent Security Agreement, dated as of September 14, 2012 (this "Supplemental Patent Security Agreement"), by Blue Coat Systems, Inc., a Delaware corporation (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain First Lien Credit Agreement, dated as of February 15, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Project Barbour Merger Corp., a Delaware corporation ("Initial Borrower"), Project Barbour Intermediate Holdings Corporation, a Delaware corporation ("Holdings"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent, Jefferies Finance LLC, as swingline lender and Jefferies Finance LLC (directly or through its Affiliates (as defined in the Credit Agreement), indirectly through Natixis, New York Branch or its Affiliates, or through any other financial institution acceptable to Jefferies Finance LLC), as issuing bank.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to that certain First Lien Security Agreement dated as of February 15, 2012 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor executed and delivered that certain First Lien Patent Security Agreement dated as of February 15, 2012; and

WHEREAS, pursuant to the Security Agreement, Pledgor, among other things, granted a Lien on and security interest in and to all of its right, title and interest in, to and under the Pledged Collateral, which includes, without limitation, Intellectual Property Collateral of the Pledgor acquired after February 15, 2012 (the "After-Acquired IP"); and

WHEREAS, pursuant to the Security Agreement, the Pledgor agreed to execute and deliver this Supplemental Patent Security Agreement with respect to certain After-Acquired IP in order to record with the United States Patent and Trademark Office the Collateral Agent's Lien on and security interest in such After-Acquired IP.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property, whether now existing or

hereafter arising or acquired from time to time (collectively, the “Patent Collateral”): all patents and patent applications (whether issued or applied for), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) inventions and improvements described and claimed therein, (iii) reissues, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages, claims and payments now or hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present or future infringements or other violations thereof, including the United States patents and patent applications, listed on Schedule 1 attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Supplemental Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

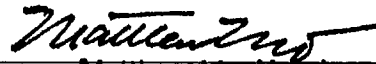
SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document and any Specified Hedging Agreement have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement, the other Loan Documents and any Specified Hedging Agreement, survive the termination thereof) and all Letters of Credit have been canceled or have expired and all amounts drawn thereunder have been reimbursed in full or Cash Collateralized, the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Patent Collateral under this Supplemental Patent Security Agreement.

SECTION 5. Counterparts. This Supplemental Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Patent Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Supplemental Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUE COAT SYSTEMS, INC.
as Pledgor

By: 
Name: **Matthew MacKenzie**
Title: **General Counsel**

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, the Pledgor has caused this Supplemental Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BLUE COAT SYSTEMS, INC.
as Pledgor

By: _____
Name:
Title:

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

SCHEDULE 1
to
SUPPLEMENTAL FIRST LIEN PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents and Patent Applications:

<u>Patent Number</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Issue Date</u>	<u>Invention Title</u>	<u>Owner</u>
7,103,617	10/756,986	1/13/2004	9/5/2006	Method and system for use of storage caching with a distributed file system	Blue Coat Systems, Inc.
--	13/279,146	10/21/2011	--	Multi-tenant nating for segregating traffic through a cloud service	Blue Coat Systems, Inc.
--	13/299,773	11/18/2011	--	System and method for capturing network traffic	Blue Coat Systems, Inc.
--	13/345,081	1/6/2012	--	Split-domain name service	Blue Coat Systems, Inc.
--	13/408,920	2/29/2012	--	System and method of traffic inspection and stateful connection forwarding among geographically dispersed network appliances organized as clusters	Blue Coat Systems, Inc.
--	13/446,974	4/13/2012	--	Method and device for alternative status notification	Blue Coat Systems, Inc.