PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Websense, Inc.	06/25/2013
Portauthority Technologies, Inc.	06/25/2013

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Road, Floor 3, Ops 2
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713-2107

PROPERTY NUMBERS Total: 65

Property Type	Number
Patent Number:	RE40187
Patent Number:	5983270
Patent Number:	6606659
Patent Number:	6947985
Patent Number:	7185015
Patent Number:	7194464
Patent Number:	7483982
Patent Number:	7529754
Patent Number:	7797270
Patent Number:	8020206
Patent Number:	8010552
Patent Number:	8015174
Patent Number:	8020209
Patent Number:	8150817

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Patent Number:	8453243
Patent Number:	8407784
Patent Number:	8370948
Patent Number:	7260215
Patent Number:	7331725
Patent Number:	7350228
Patent Number:	7493650
Patent Number:	7496197
Patent Number:	7636947
Patent Number:	7643164
Patent Number:	7669225
Patent Number:	7681032
Patent Number:	6928545
Patent Number:	7181625
Patent Number:	7991751
Patent Number:	7920298
Patent Number:	7859725
Patent Number:	7627897
Patent Number:	8141159
Patent Number:	8281139
Patent Number:	8271555
Patent Number:	8352535
Application Number:	13164688
Application Number:	12494052
Application Number:	12786284
Application Number:	10616420
Application Number:	11146318
Application Number:	11484335
Application Number:	11680494
Application Number:	12051579
Application Number:	13849377
Application Number:	12022838
Application Number:	12051616
Application Number:	13437885
Application Number:	13219415

	13230661
Application Number:	61768220
Application Number:	13691544
Application Number:	13724990
Application Number:	13557420
Application Number:	13590291
Application Number:	10208866
Application Number:	10357201
Application Number:	10398514
Application Number:	10471605
Application Number:	13187560
Application Number:	10927044
Application Number:	11485537
Application Number:	13172998
Application Number:	13371590
Application Number:	13711682

CORRESPONDENCE DATA

Fax Number:

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

Email:	daniel.cote@thomsonreuters.com
Correspondent Name:	Elaine Carrera, Legal Assistant
Address Line 1:	80 Pine Street
Address Line 2:	Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
Signature:	/daniel cote thomsonreuters/
Date:	06/26/2013

Total Attachments: 13
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Websense, Inc.
Portauthority Technologies, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, N.A.

Internal Address:

Street Address: 500 Stanton Christiana Road

Floor 3, Ops 2

City: Newark

State: DE

Country: USA   Zip: 19713-2107

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 25, 2013

☐ Assignment   ☐ Merger

☐ Security Agreement   ☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other First Lien Security Agreement

4. Application or patent number(s):   ☐ This document is being filed together with a new application.

A. Patent Application No.(s)
See Schedule 1

B. Patent No.(s)
See Schedule 1

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address:

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY   Zip: 10005

Phone Number: (212) 701-3365

Docket Number:

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 65

7. Total fee (37 CFR 1.21(h) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature: *Elaine Carrera*

Signature   June 25, 2013
                                         Date

Elaine Carrera
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 030694 FRAME: 0619

FIRST LIEN PATENT SECURITY AGREEMENT

This First Lien Patent Security Agreement, dated as of June 25, 2013 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of JPMorgan Chase Bank, N.A., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain first lien credit agreement, dated as of June 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, Tomahawk Acquisition, LLC, a Delaware limited liability company which will be converted on or around the date hereof after the consummation of the Closing Date Acquisition to a Delaware corporation with the name Tomahawk Acquisition, Inc., certain subsidiaries of Borrower from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a First Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the 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 such Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

(a)   all Patents of such Pledgor, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto; and

(b)   all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm 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 Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement, the other Loan Documents and any Secured Hedging Agreement, survive the termination thereof, and any outstanding Letters of Credit that are cash collateralized in accordance with the Credit Agreement or are backstopped), the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 6. Counterparts. This 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 Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this 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.

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

WEBSENSE, INC.

By: _____
Name: Michael Fosnaugh
Title: Chief Financial Officer

PORTAUTHORITY TECHNOLOGIES, INC.

By: _____
Name: Michael Fosnaugh
Title: Chief Financial Officer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
    Name:
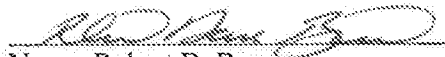   Title:

[Signature Page to First Lien Patent Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
      Name: Robert D. Bryant
      Title: Vice President

[Signature Page to First Lien Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

<u>UNITED STATES PATENTS AND PATENT APPLICATIONS</u>

United States Patents:

Owner	Title	Date	Patent No.
Websense, Inc.	METHOD AND APPARATUS FOR MANAGING INTERNETWORK AND INTRANETWORK ACTIVITY	3/25/2008	RE40187
Websense, Inc.	METHOD AND APPARATUS FOR MANAGING INTERNETWORK AND INTRANETWORK ACTIVITY	11/09/1999	5983270
Websense, Inc.	SYSTEM AND METHOD FOR CONTROLLING ACCESS TO INTERNET	8/12/2003	6606659
Websense, Inc.	FILTERING TECHNIQUES FOR MANAGING ACCESS TO INTERNET SITES OR OTHER SOFTWARE APPLICATIONS	9/20/2005	6947985
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	2/27/2007	7185015
Websense, Inc.	SYSTEM AND METHOD FOR ADAPTING AN INTERNET FILTER	3/20/2007	7194464
Websense, Inc.	FILTERING TECHNIQUES FOR MANAGING ACCESS TO INTERNET SITES OR OTHER SOFTWARE APPLICATIONS	1/27/2009	7483982
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	5/5/2009	7529754
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	9/14/2010	7797270
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB CONTENT	9/13/2011	8020206

Owner	Title	Date	Patent No.
Websense, Inc.	SYSTEM AND METHOD FOR ADAPTING AN INTERNET FILTER	8/30/2011	8010552
Websense, Inc.	SYSTEM AND METHOD OF CONTROLLING ACCESS TO THE INTERNET	9/6/2011	8015174
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	9/13/2011	8020209
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	4/3/2012	8150817
Websense, Inc.	REAL-TIME LOCKDOWN	5/8/2013	8453243
Websense, Inc.	METHOD AND SYSTEM FOR PROTECTION AGAINST INFORMATION STEALING SOFTWARE	3/26/13	8407784
Websense, Inc.	SYSTEM AND METHOD FOR ANALYSIS OF ELECTRONIC INFORMATION DISSEMINATION EVENTS	2/5/2013	8370948
PortAuthority Technologies, Inc.	METHOD FOR ENCRYPTION IN AN UN-TRUSTED ENVIRONMENT	8/21/2007	7260215
PortAuthority Technologies, Inc.	A SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED DISSEMINATION OF DOCUMENTS AND PORTABLE MEDIA	2/19/2008	7331725
PortAuthority Technologies, Inc.	METHOD FOR SECURING DIGITAL CONTENT	3/25/2008	7350228
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR ENSURING COMPLIANCE WITH A DISTRIBUTION POLICY	2/17/2009	7493650
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR ROBUST EMBEDDING OF WATERMARKS AND STEGOGRAMS IN DIGITAL VIDEO CONTENT	2/24/2009	7496197

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Owner	Title	Date	Patent No.
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR ELECTRONIC MAIL FILTERING	12/22/2009	7636947
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR DISTRIBUTION POLICY ENFORCEMENT ON FAX	1/5/2010	7643164
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR ASSURING COMPLIANCE WITH DISTRIBUTION AND USAGE POLICY	2/23/2010	7669225
PortAuthority Technologies, Inc.	SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED TRANSPORT OF DIGITAL CONTENT	3/16/2010	7681032
PortAuthority Technologies, Inc.	NETWORK CONTENT ACCESS CONTROL	8/9/2005	6928545
PortAuthority Technologies, Inc.	SECURE DISTRIBUTION OF DIGITAL CONTENT	2/20/2007	7181625
PortAuthority Technologies Inc. [1]	METHOD AND A SYSTEM FOR INFORMATION IDENTIFICATION	8/2/2011	7991751
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR DISTRIBUTION POLICY ENFORCEMENT ON FAX	4/5/2011	7920298
PortAuthority Technologies, Inc.	SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED DISSEMINATION OF DOCUMENTS AND PORTABLE MEDIA	12/28/2010	7859725
PortAuthority Technologies, Inc.	A METHOD AND APPLICATION FOR A REACTIVE DEFENSE AGAINST ILLEGAL DISTRIBUTION OF MULTIMEDIA CONTENT IN FILE SHARING NETWORKS	12/1/2009	7627897
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR PROTECTING CONFIDENTIAL INFORMATION	3/20/2012	8141159

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[1] Title update to show PortAuthority Technologies, Inc. as record owner is currently in process.

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Owner	Title	Date	Patent No.
PortAuthority Technologies, Inc.	SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED TRANSPORT OF DIGITAL CONTENT	10/2/2012	8281139
PortAuthority Technologies, Inc.	METHOD AND APPLICATION FOR A REACTIVE DEFENSE AGAINST ILLEGAL DISTRIBUTION OF MULTIMEDIA CONTENT IN FILE SHARING NETWORKS	9/18/2012	8271555
PortAuthority Technologies, Inc.	A METHOD AND SYSTEM FOR MANAGING CONFIDENTIAL INFORMATION	1/8/2013	8352535

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United States Patent Applications:

Owner	Title	Filing Date	Application No.
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB CONTENT	6/20/2011	13/164,688
Websense, Inc.	SYSTEM AND METHOD FOR DYNAMIC AND REAL-TIME CATEGORIZATION OF WEBPAGES	6/29/2009	12/494,052
Websense, Inc.	SYSTEM AND METHODS FOR EFFICIENT DETECTION OF FINGERPRINTED INFORMATION	5/24/2010	12/786,284
Websense, Inc.	SYSTEM AND METHOD FOR CONTROLLING ACCESS TO INTERNET SITES	7/8/2003	10/616,420
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	6/1/2005	11/146,318
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB CONTENT	7/10/2006	11/484,335
Websense, Inc.	SYSTEM AND METHOD OF ANALYZING WEB ADDRESSES	2/28/2007	11/680,494
Websense, Inc.	SYSTEM AND METHOD OF IDENTIFYING INFECTION OF UNWANTED SOFTWARE ON AN ELECTRONIC DEVICE	3/19/2008	12/051,579
Websense, Inc.	SYSTEM AND METHOD FOR DETERMINING WHETHER PASSWORDS THAT MAY LEAVE A COMPUTER NETWORK ARE OF HIGH VALUE	3/22/13	13/849,377
Websense, Inc.	SYSTEM AND METHOD FOR ADDING CONTEXT TO PREVENT DATA LEAKAGE OVER A COMPUTER NETWORK	1/30/2008	12/022,838
Websense, Inc.	METHOD AND SYSTEM FOR PROTECTION AGAINST INFORMATION STEALING SOFTWARE	3/19/2008	12/051,616

Owner	Title	Filing Date	Application No.
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	4/2/2012	13/437,885
Websense, Inc.	SYSTEM AND METHOD FOR ADAPTING AN INTERNET FILTER	8/26/2011	13/219,415
Websense, Inc.	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	9/12/2011	13/230,661
Websense, Inc.	SYSTEM AND METHOD FOR NETWORK PENETRATION TESTING	2/22/2013	61/768,220
Websense, Inc.	METHOD AND APARATUS FOR MANAGING THE TRANSFER OF SENSITIVE INFORMATION TO MOBILE DEVICES	11/30/2012	13/691,544
Websense, Inc.	METHOD AND APPARATUS FOR PRESENCE BASED RESOURCE MANAGEMENT	12/21/2012	13/724,990
PortAuthority Technologies Inc.	METHOD AND APPLICATION FOR A REACTIVE DEFENSE AGAINST ILLEGAL DISTRIBUTION OF MULTIMEDIA CONTENT IN FILE SHARING NETWORKS	7/25/2012	13/557,420
PortAuthority Technologies, Inc.	SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED TRANSPORT OF DIGITAL CONTENT	8/21/2012	13/590,291
PortAuthority Technologies, Inc.	METHOD FOR THE CUSTOMIZATION OF COMMERCIAL PRODUCT PLACEMENT ADVERTISEMENTS IN DIGITAL MEDIA	8/1/2002	10/208,866
PortAuthority Technologies, Inc.	APPARATUS AND METHOD FOR CONTROLLING UNAUTHORIZED DISSEMINATION OF ELECTRONIC MAIL	2/4/2003	10/357,201
PortAuthority Technologies, Inc.	METHOD AND APPARATUS FOR SUPPORTING ELECTRONIC CONTENT DISTRIBUTION	4/14/2003	10/398,514

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Owner	Title	Filing Date	Application No.
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR CREATION, MANAGEMENT AND ANALYSIS OF DISTRIBUTION SYNDICATES	9/24/2003	10/471,605
PortAuthority Technologies, Inc.	METHOD AND A SYSTEM FOR EMBEDDING TEXTUAL FORENSIC INFORMATION	7/21/2011	13/187,560
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR INFORMATION DISTRIBUTION MANAGEMENT	8/27/2004	10/927,044
PortAuthority Technologies Inc. [2]	METHOD AND SYSTEM FOR INFORMATION LEAK PREVENTION	7/13/2006	11/485,537
PortAuthority Technologies Inc. [3]	METHOD AND SYSTEM FOR INFORMATION IDENTIFICATION	6/30/2011	13/172,998
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR PROTECTING CONFIDENTIAL INFORMATION	2/13/2012	13/371,590
Websense, Inc.	AUTOMATED SECURITY CLASSIFICATION OF MOBILE APPLICATIONS	TBD	TBD
Websense, Inc.	DYNAMIC INTERNET USAGE POLICY BASED ON USER PRESENCE OR LOCATION	7/1/2012	TBD
Websense, Inc.	EFFECTIVE AND USER TRANSPARENT DATA LOSS PREVENTION SYSTEM FOR MOBILE DEVICES	7/1/2012	TBD
Websense, Inc.	JAVASCRIPT ENDPOINT GUARD	TBD	TBD
Websense, Inc.	METHOD AND SYSTEM FOR PROTECTION AGAINST INFORMATION STEALING	3/22/2013	TBD
Websense, Inc.	SANDBOXING	TBD	TBD
Websense, Inc.	SYSTEM AND METHOD FOR MONITORING AND CONTROLLING APPLICATION FILES	4/2/2012	TBD

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[2] Title update to show PortAuthority Technologies, Inc. as record applicant is currently in process.

[3] Title update to show PortAuthority Technologies, Inc. as record applicant is currently in process.

Owner	Title	Filing Date	Application No.
Websense, Inc.	SYSTEM AND METHOD FOR NETWORK PENETRATION TESTING	2/22/2013	TBD
Websense, Inc.	SYSTEM AND METHOD OF DETECTING WEB BROWSER ATTACKS	2/5/2011	TBD
Websense, Inc.	VPN	TBD	TBD
PortAuthority Technologies, Inc.	METHOD AND SYSTEM FOR MANAGING CONFIDENTIAL INFORMATION	12/12/12	13/711,682