

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3067476

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SUPPLEMENTAL SECOND LIEN PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BLUE COAT SYSTEMS, INC.	10/08/2014
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: 1		
	Property Type	Number
	Application Number:	14472256
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-906-1200	
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Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
Address Line 1:	885 THIRD AVENUE	
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ATTORNEY DOCKET NUMBER:	038507-0296	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	10/16/2014	
Total Attachments: 4		
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SUPPLEMENTAL SECOND LIEN PATENT SECURITY AGREEMENT

This Supplemental Second Lien Patent Security Agreement, dated as of October 8, 2014 (this "Patent Security Agreement"), by and among Blue Coat Systems, Inc. (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as second lien collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among 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, and the several agents party thereto, including the Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Second Lien Security Agreement dated as of June 28, 2013 (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 Second Lien Patent Security Agreement, dated as of June 28, 2013;

WHEREAS, pursuant to the Security Agreement, the Pledgor, among other things, granted a lien on and security interest in the Patent Collateral, which includes, without limitation, Intellectual Property Collateral of the Pledgor acquired after June 28, 2013 (the "After-Acquired IP"); and

WHEREAS, pursuant to the Security Agreement, the Pledgor agreed to execute and deliver this 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 for other good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 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 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 have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), 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 Patent Security Agreement.

SECTION 5. 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.

SECTION 6. 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.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, the Pledgor and the Collateral Agent agree that the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, the 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.

BLUE COAT SYSTEMS, INC.
as Pledgor

By: _____

Name:

Title:

Accepted and Agreed:
JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____

Name: J. Paul McDonnell

Title: Managing Director

SCHEDULE 1
to
SUPPLEMENTAL SECOND LIEN PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

Patent Number	Application Status	Application Number	Filing Date	Issue Date	Invention Title	Owner
---	Pending	14/472,256	8/28/2014	---	System and Method for Building Intelligent and Distributed L2 - L7 Unified Threat Management Infrastructure for IPv4 and IPv6 Environments	Blue Coat Systems, Inc.

Supplemental Second Lien Patent Security Agreement

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RECORDED: 10/16/2014

PATENT
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