

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3782458

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BLUE COAT SYSTEMS, INC.	03/11/2016
RECEIVING PARTY DATA	
Name:	JEFFERIES FINANCE LLC, AS THE COLLATERAL AGENT
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8739265
Application Number:	13450829
Patent Number:	9021135
CORRESPONDENCE DATA	
Fax Number:	(212)303-7064
<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:	212.318.6824
Email:	christinedionne@paulhastings.com
Correspondent Name:	CHRISTINE DIONNE C/O PAUL HASTINGS LLP
Address Line 1:	75 EAST 55TH STREET
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	93042.00002
NAME OF SUBMITTER:	CHRISTINE DIONNE
SIGNATURE:	/CHRISTINE DIONNE/
DATE SIGNED:	03/14/2016
Total Attachments: 5	
source=Blue Coat IP Patent Security Agreement#page1.tif	
source=Blue Coat IP Patent Security Agreement#page2.tif	
source=Blue Coat IP Patent Security Agreement#page3.tif	
source=Blue Coat IP Patent Security Agreement#page4.tif	

GRANT OF
SECURITY INTEREST IN PATENT

This GRANT OF SECURITY INTEREST IN PATENT, dated as of March 11, 2016 (this "Agreement"), is made by Blue Coat Systems, Inc., a Delaware corporation (the "Grantor"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of May 22, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Batman Intermediate Holdings B, Inc., a Delaware corporation ("Holdings"), Blue Coat Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto, Jefferies Finance LLC, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and the Swingline Lender, and the other parties party thereto.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings, the Grantor and any other Subsidiaries of the Borrower that are or become a party thereto, have executed and delivered a Security Agreement, dated as of May 22, 2015 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Patents, that are not Excluded Property;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders, the Swingline Lender and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Patents, to the extent owned by the Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of the Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Patents of the Grantor under this Grant of Security Interest in Patent.

5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

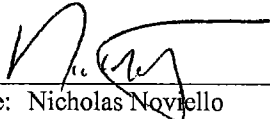
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BLUE COAT SYSTEMS, INC.
as the Grantor

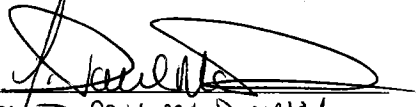
By: 
Name: Nicholas Novello
Title: Chief Financial Officer

[Grant of Security Interest in Patent (Blue Coat Systems, Inc.)]

PATENT
REEL: 037968 FRAME: 0912

JEFFERIES FINANCE LLC,
as the Collateral Agent

By:



Name: J. P. Mc Donnell
Title: MANAGING DIRECTOR

Schedule A

Patents

Name	Owner of Record	Application/Registration Number	Application/Registration Date
SYSTEM AND METHOD OF SORT-ORDER PRESERVING TOKENIZATION	Blue Coat Systems, Inc.	8739265	05/27/2014
SYSTEM AND METHOD OF DATA INTERCEPTION AND CONVERSION IN A PROXY	Blue Coat Systems, Inc.	13450829	04/19/2012
SYSTEM AND METHOD FOR TOKENIZATION OF DATA FOR STORAGE IN A CLOUD	Blue Coat Systems, Inc.	9021135	04/28/2015