

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4820787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FORCEPOINT LLC	02/12/2018
RECEIVING PARTY DATA	
Name:	RAYTHEON COMPANY
Street Address:	870 WINTER STREET
City:	WALTHAM
State/Country:	MASSACHUSETTS
Postal Code:	02451-1449
PROPERTY NUMBERS Total: 63	
Property Type	Number
Application Number:	14571642
Patent Number:	9723018
Application Number:	14834220
Application Number:	14997993
Application Number:	15063705
Application Number:	15067259
Application Number:	15419093
Application Number:	62506300
Application Number:	15667054
Application Number:	15666100
Patent Number:	6219786
Patent Number:	6650621
Patent Number:	6856621
Patent Number:	6885633
Patent Number:	6912200
Patent Number:	6996573
Patent Number:	7099284
Patent Number:	7127739
Patent Number:	7130305
Patent Number:	7130266

PATENT

Property Type	Number
Patent Number:	7146421
Patent Number:	7162737
Patent Number:	7234166
Patent Number:	7260843
Patent Number:	7280540
Patent Number:	7302480
Patent Number:	7325248
Patent Number:	7360242
Patent Number:	7386525
Patent Number:	7392537
Patent Number:	7401353
Patent Number:	7406534
Patent Number:	7461401
Patent Number:	7573823
Patent Number:	7590716
Patent Number:	7721084
Patent Number:	7739727
Patent Number:	7809758
Patent Number:	7890642
Patent Number:	8015250
Patent Number:	8019850
Patent Number:	8024471
Patent Number:	8085752
Patent Number:	8099776
Patent Number:	8135831
Patent Number:	8141147
Patent Number:	8244817
Patent Number:	8250081
Patent Number:	8332647
Patent Number:	8453243
Patent Number:	8478997
Patent Number:	8799388
Patent Number:	8844016
Patent Number:	8881277
Patent Number:	9230098
Patent Number:	9455981
Patent Number:	9473439
Patent Number:	9495539

Property Type	Number
Patent Number:	9596300
Patent Number:	9607149
Patent Number:	9680866
Patent Number:	9692762
Patent Number:	9692790

CORRESPONDENCE DATA

Fax Number: (617)341-7701

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.

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Email: linda.salera@morganlewis.com

Correspondent Name: LINDA A. SALERA, SENIOR PARALEGAL

Address Line 1: ONE FEDERAL STREET

Address Line 2: C/O MORGAN, LEWIS & BOCKIUS LLP

Address Line 4: BOSTON, MASSACHUSETTS 02110

NAME OF SUBMITTER:	LINDA A. SALERA
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	02/12/2018

Total Attachments: 13

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This **PATENT SECURITY AGREEMENT SUPPLEMENT**, dated as of February 12, 2018, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Raytheon Company, a Delaware corporation (the "Lender" or "Raytheon").

WITNESSETH:

WHEREAS, (i) pursuant to the Second Amended and Restated Secured Promissory Note, dated as of August 25, 2017 (the "Note"), by the Grantor, RedOwl Analytics, Inc., a Delaware corporation, RedOwl International, LLC, a Delaware limited liability company, Tomahawk Holdings, Inc., a Delaware corporation, Raytheon Oakley Systems, LLC, a Delaware limited liability company, Forcepoint Federal, LLC, a Delaware limited liability company, Tomahawk Acquisition, Inc., a Delaware corporation, Websense, LLC, a Delaware limited liability company, Carnelian, LLC., a Delaware limited liability company, PortAuthority Technologies, LLC, a Delaware limited liability company, New Websense, Inc., a Delaware corporation, and Forcepoint International Limited, an Irish private company limited by shares (collectively, the "Borrowers"), Raytheon has agreed to make loans and extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein and (ii) the Grantor, inter alios, has executed and delivered to Raytheon, and Raytheon has accepted and acknowledged, that certain Patent Security Agreement, dated as of May 29, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Patent Security Agreement");

WHEREAS, the Grantor has agreed, pursuant to the Note, to guarantee the Secured Obligations of the Borrowers;

NOW, THEREFORE, in consideration of the premises and to induce Raytheon to enter into the Note and to make loans and extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Raytheon as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition that are defined in the Note will have the meanings set forth in the Note.

Section 2. Grant of Security Interest in Patent Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to Raytheon a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Patent Collateral");

(a) all of its patents and related rights and interests arising under any Applicable Law in or relating to patents and any letters patent and applications therefor ("Patents"), including, without limitation, those referred to on Schedule 1 hereto; and

(b) all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such intellectual property and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such intellectual property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other right referenced in this clause ("IP Ancillary Rights").

Notwithstanding the foregoing, Patent Collateral shall not include (i) assets not located in the United States of America that require action under the law of any jurisdiction not located in the United States of America to create or perfect a security interest or Lien in such assets, which shall, for the avoidance of doubt, include Patent Collateral registered in countries other than the United States of America or (ii) any rights or interests in any lease, license, contract, or agreement, as such or the assets subject thereto, if under the terms of such lease, license, contract, or agreement, or Applicable Law with respect thereto, the valid grant of a Lien therein or in such assets to Lender is prohibited and would result in the breach or termination of such lease, license, contract, contract or agreement, as set further described in Section 6 of the Note.

Section 3. Note. The security interest granted pursuant to this Patent Security Agreement Supplement is granted in conjunction with the security interests granted to Raytheon pursuant to the Note and the Grantor hereby acknowledges and agrees that the rights and remedies of Raytheon with respect to the security interests in the Patent Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Representations and Warranties. In order to induce Raytheon to make loans under the Note, the Grantor makes the following representations and warranties on the date hereof and on each date that a Revolving Loan is made:

(a) The Grantor has the corporate or other organizational power and authority to execute, deliver and perform the terms and provisions of this Patent Security Agreement Supplement and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of this Patent Security Agreement Supplement;

(b) The Grantor has duly executed and delivered this Patent Security Agreement Supplement; and

(c) Schedule 1 attached hereto sets forth a true, complete and correct list of all patents and patent applications included in the Patent Collateral that the Grantor owns and which are not set forth on Schedule 1 to the Patent Security Agreement.

Section 5. Further Actions. The Grantor shall, at the Grantor's expense, take reasonable further actions, and provide to Raytheon, Raytheon's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Raytheon to more fully and effectively effectuate the purposes of this Patent Security Agreement Supplement, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for a patent, or any application for renewal or amendment of a patent, relating to any of the rights addressed herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights addressed herein, including, without limitation, testifying as to any facts relating to the Patent Collateral; (3) obtaining any additional patent protection relating to rights addressed herein that Raytheon reasonably may deem appropriate that may be secured under the laws now or hereafter in effect; and (4) in the implementation, recordation or perfection of this Patent Security Agreement

Supplement in the United States Patent and Trademark Office and in all applicable jurisdictions in the United States of America.


Section 6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Patents subject to a security interest hereunder.

Section 7. General. This Patent Security Agreement Supplement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Patent Security Agreement Supplement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York. Raytheon and the Grantor waives, to the fullest extent permitted by law, trial by jury in any litigation arising out of or related to this Patent Security Agreement Supplement. Any action or proceeding relating to this Patent Security Agreement Supplement shall be exclusively brought in any court of competent jurisdiction in New York, New York, and Raytheon and the Grantor each (i) irrevocably and unconditionally attorns and submits to the jurisdiction of such courts; (ii) irrevocably waives any right to, and shall not, oppose any such New York, New York action or proceeding on any jurisdictional basis, including forum non conveniens; and (iii) shall not oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from a court located in New York, New York as contemplated hereby.

[SIGNATURE PAGES FOLLOW]

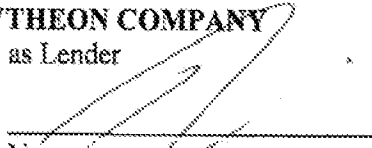
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FORCEPOINT LLC, as Grantor

By: 
Name: John Holmes
Title: General Counsel

ACCEPTED AND AGREED
as of the date first above written:

RAYTHEON COMPANY
as Lender

By: 
Name: Frank B. Jimenez
Title: Vice President, General Counsel & Secretary

Signature Page to Patent Security Agreement Supplement

PATENT
REEL: 045312 FRAME: 0050

Schedule 1

Patents

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	SESSION LEVEL MITIGATION OF SERVICE DISRUPTING ATTACKS		16 Dec 2014	Pending	14/571642	
Forcepoint LLC	SYSTEM AND METHOD OF ANALYZING WEB CONTENT	8/1/2017	09 Mar 2015	Grant	14/642561	9723018
Forcepoint LLC	METHOD AND APPARATUS FOR PRESENCE BASED RESOURCE MANAGEMENT		24 Aug 2015	Pending	14/834220	
Forcepoint LLC	METHOD AND APPARATUS FOR MANAGING THE TRANSFER OF SENSITIVE INFORMATION TO MOBILE DEVICES		18 Jan 2016	Pending	14/997993	
Forcepoint LLC	SYSTEMS AND METHODS FOR MALWARE ANALYSIS OF NETWORK TRAFFIC		08 Mar 2016	Pending	15/063705	
Forcepoint LLC	SYSTEMS AND METHODS FOR MALWARE NULLIFICATION		11 Mar 2016	Pending	15/067259	
Forcepoint LLC	SECURE FILE TRANSFER TO PROCESS		30 Jan 2017	Pending	15/419093	
Forcepoint LLC	USER BEHAVIOR PROFILE		23 May 2017	Pending	62/506300	
Forcepoint LLC	PRIVACY PROTECTION DURING INSIDER THREAT MONITORING		02 Aug 2017	Pending	15/667054	

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	DIRECT-CONNECT WEB ENDPOINT		01 Aug 2017	Pending	15/666100	
Forcepoint LLC	METHOD AND SYSTEM FOR MONITORING AND CONTROLLING NETWORK ACCESS	17 Apr 2001	09 Sep 1998	Grant	09/150264	6219786
Forcepoint LLC	LOAD BALANCING ROUTING ALGORITHM BASED UPON PREDEFINED CRITERIA	18 Nov 2003	05 Oct 1999	Grant	09/412867	6650621
Forcepoint LLC	A METHOD FOR MULTICAST TRANSMISSION	15 Feb 2005	10 Oct 2000	Grant	09/686273	6856621
Forcepoint LLC	NETWORK NODE AND A SYSTEM	26 Apr 2005	10 Apr 2000	Grant	09/546459	6885633
Forcepoint LLC	DATA TRANSMISSION CONTROL METHOD	28 Jun 2005	29 Nov 2000	Grant	09/726677	6912200
Forcepoint LLC	SCREENING OF DATA PACKETS IN A GATEWAY	07 Feb 2006	12 Oct 2001	Grant	09/976780	6996573
Forcepoint LLC	DATA TRANSMISSION CONTROL AND PERFORMANCE MONITORING METHOD OF AN IPSEC LINK IN A VIRTUAL PRIVATE NETWORK	29 Aug 2006	29 Nov 2000	Grant	09/727147	7099284
Forcepoint LLC	HANDLING INFORMATION ABOUT PACKET DATA CONNECTIONS IN A SECURITY GATEWAY ELEMENT	24 Oct 2006	21 Sep 2001	Grant	09/962722	7127739

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	PROCESSING OF DATA PACKETS WITHIN A NETWORK ELEMENT CLUSTER	31 Oct 2006	02 Jul 2001	Grant	09/898211	7130305
Forcepoint LLC	HANDLING OF DATA PACKETS	31 Oct 2006	10 Sep 2001	Grant	09/955433	7130266
Forcepoint LLC	HANDLING STATE INFORMATION IN A NETWORK ELEMENT CLUSTER	05 Dec 2006	19 Oct 2001	Grant	10/032881	7146421
Forcepoint LLC	SYNCHRONIZATION OF SECURITY GATEWAY STATE INFORMATION	09 Jan 2007	12 Oct 2001	Grant	09/976802	7162737
Forcepoint LLC	EVENT SEQUENCE DETECTION	19 Jun 2007	07 Nov 2002	Grant	10/289449	7234166
Forcepoint LLC	INTRUSION DETECTION METHOD AND SYSTEM	21 Aug 2007	26 Jun 2002	Grant	10/179008	7260843
Forcepoint LLC	PROCESSING OF DATA PACKETS WITHIN A NETWORK ELEMENT CLUSTER	09 Oct 2007	19 Oct 2001	Grant	10/013613	7280540
Forcepoint LLC	MONITORING THE FLOW OF A DATA STREAM	27 Nov 2007	16 Jan 2003	Grant	10/345803	7302480
Forcepoint LLC	PERSONAL FIREWALL WITH LOCATION DEPENDENT FUNCTIONALITY	29 Jan 2008	19 Nov 2001	Grant	09/988356	7325248
Forcepoint LLC	PERSONAL FIREWALL WITH LOCATION DETECTION	15 Apr 2008	19 Nov 2001	Grant	09/988355	7360242
Forcepoint LLC	DATA PACKET FILTERING	10 Jun 2008	21 Sep 2001	Grant	09/957516	7386525

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	MANAGING A NETWORK SECURITY APPLICATION	24 Jun 2008	08 Oct 2001	Grant	09/973561	7392537
Forcepoint LLC	METHOD AND DEVICE FOR HANDLING RELATED CONNECTIONS IN A FIREWALL	15 Jul 2008	21 Oct 2003	Grant	10/689549	7401353
Forcepoint LLC	FIREWALL CONFIGURATION VALIDATION	29 Jul 2008	18 Dec 2002	Grant	10/321851	7406534
Forcepoint LLC	METHOD AND SYSTEM FOR MONITORING AND CONTROLLING NETWORK ACCESS	16 Sep 2008	24 Jul 2002	Grant	90/006334	6219786 C1
Forcepoint LLC	HANDLING RELATED CONNECTIONS IN A FIREWALL	02 Dec 2008	06 May 2003	Grant	10/429977	7461401
Forcepoint LLC	MEASURING IPSEC CONNECTION PERFORMANCE OVER MULTIPLE POSSIBLE ROUTES AND USING RESULTS FOR ROUTE SELECTION	11 Aug 2009	19 Jan 2005	Grant	11/039138	7573823
Forcepoint LLC	SYSTEM, METHOD AND APPARATUS FOR USE IN MONITORING OR CONTROLLING INTERNET ACCESS	15 Sep 2009	28 Sep 2004	Grant	10/952626	7590716
Forcepoint LLC	A FIREWALL FOR FILTERING TUNNELED DATA PACKETS	18 May 2010	22 Nov 2002	Grant	10/301857	7721084

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	METHOD OF MANAGING A NETWORK DEVICE, A MANAGEMENT SYSTEM, AND A NETWORK DEVICE	15 Jun 2010	23 Apr 2002	Grant	10/127684	7739727
Forcepoint LLC	DATABASE AND METHOD OF GENERATING SAME	05 Oct 2010	13 May 2005	Grant	11/128669	7809758
Forcepoint LLC	DEVICE INTERNET RESOURCE ACCESS FILTERING SYSTEM AND METHOD	15 Feb 2011	16 Sep 2004	Grant	10/942635	7890642
Forcepoint LLC	METHOD AND SYSTEM FOR FILTERING ELECTRONIC MESSAGES	06 Sep 2011	22 Jun 2006	Grant	11/579171	8015250
Forcepoint LLC	VIRTUAL PRIVATE NETWORK MANAGEMENT	13 Sep 2011	29 Jul 2009	Grant	12/511124	8019850
Forcepoint LLC	SYSTEM, METHOD AND APPARATUS FOR USE IN MONITORING OR CONTROLLING INTERNET ACCESS	20 Sep 2011	28 Sep 2004	Grant	10/953716	8024471
Forcepoint LLC	HANDLING CONNECTIONS MOVING BETWEEN FIREWALLS	27 Dec 2011	21 Nov 2002	Grant	10/300918	8085752
Forcepoint LLC	PERSONALIZED FIREWALL	17 Jan 2012	22 Nov 2002	Grant	10/301858	8099776

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	SYSTEM, METHOD AND APPARATUS FOR USE IN MONITORING OR CONTROLLING INTERNET ACCESS	13 Mar 2012	14 Sep 2009	Grant	12/558961	8135831
Forcepoint LLC	SYSTEM, METHOD AND APPARATUS FOR USE IN MONITORING OR CONTROLLING INTERNET ACCESS	20 Mar 2012	28 Sep 2004	Grant	10/953121	8141147
Forcepoint LLC	METHOD AND APPARATUS FOR ELECTRONIC MAIL FILTERING	14 Aug 2012	13 May 2008	Grant	12/600631	8244817
Forcepoint LLC	RESOURCE ACCESS FILTERING SYSTEM AND DATABASE STRUCTURE FOR USE THEREWITH	21 Aug 2012	18 Jan 2008	Grant	12/523987	8250081
Forcepoint LLC	SYSTEM AND METHOD FOR DYNAMIC MULTI-ATTRIBUTE AUTHENTICATION	11 Dec 2012	25 Jun 2009	Grant	12/491558	8332647
Forcepoint LLC	REAL TIME LOCKDOWN	28 May 2013	28 Dec 2005	Grant	11/319678	8453243
Forcepoint LLC	MULTI-LEVEL SECURITY SOFTWARE ARCHITECTURE	02 Jul 2013	10 Sep 2010	Grant	12/879800	8478997
Forcepoint LLC	METHOD AND APPARATUS FOR ELECTRONIC MAIL FILTERING	05 Aug 2014	13 May 2008	Grant	13/584495	8799388

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	SYSTEM AND METHOD FOR MONITORING UNAUTHORIZED TRANSPORT OF DIGITAL CONTENT	23 Sep 2014	21 Aug 2012	Grant	13/590291	8844016
Forcepoint LLC	METHOD AND SYSTEMS FOR COLLECTING ADDRESSES FOR REMOTELY ACCESSIBLE INFORMATION SOURCES	04 Nov 2014	04 Jan 2008	Grant	12/522530	8881277
Forcepoint LLC	REAL TIME LOCKDOWN	05 Jan 2016	13 Feb 2015	Grant	14/622598	9230098
Forcepoint LLC	METHOD AND SYSTEM FOR PROTECTION AGAINST INFORMATION STEALING SOFTWARE	27 Sep 2016	04 Sep 2015	Grant	14/846538	9455981
Forcepoint LLC	METHOD AND APPARATUS FOR ELECTRONIC MAIL FILTERING	18 Oct 2016	01 Aug 2014	Grant	14/450155	9473439
Forcepoint LLC	METHOD AND SYSTEM FOR PROTECTION AGAINST INFORMATION STEALING SOFTWARE	15 Nov 2016	16 Apr 2015	Grant	14/688944	9495539
Forcepoint LLC	TECHNOLOGIES FOR PROCESSING DATA PACKETS IN BATCHES	14 Mar 2017	06 Feb 2014	Grant	14/174361	9596300
Forcepoint LLC	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	28 Mar 2017	09 May 2016	Grant	15/150308	9607149

Owner	Title	Issue Date	Filing Date	Status	Application No.	Patent / Publication No.
Forcepoint LLC	SYSTEM AND METHOD FOR ANALYZING WEB CONTENT	13 Jun 2017	06 Apr 2015	Grant	14/679910	9680866
Forcepoint LLC	SYSTEMS AND METHODS FOR EFFICIENT DETECTION OF FINGERPRINTED DATA AND INFORMATION	27 Jun 2017	04 Sep 2015	Grant	14/845816	9692762
Forcepoint LLC	SYSTEM AND METHOD OF MONITORING AND CONTROLLING APPLICATION FILES	27 Jun 2017	29 Jan 2016	Grant	15/011371	9692790