

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SafeNet, Inc.		04/12/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	100 Plaza One
Internal Address:	8th Floor
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07311
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2484721	SAFENET
Registration Number:	2529900	SOFTREMOTE
Registration Number:	2484541	SAFENET
Registration Number:	1630703	IRE
Registration Number:	1633845	INFORMATION RESOURCE ENGINEERING, INC.
Registration Number:	1633044	SYSTEM A.25
Registration Number:	2952945	ULTRAPRO
Registration Number:	2855564	QUICKSEC
Registration Number:	2776020	IPSEC EXPRESS
Registration Number:	2662245	NETSWIFT
Registration Number:	2628090	SPECTRIA
Registration Number:	2725485	SENTINELLM
Registration Number:	1873716	SENTINEL

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Registration Number:	2593122	IKEY
Registration Number:	2503213	IKEY
Registration Number:	2516153	I KEY
Registration Number:	2711774	ULTIMATE TRUST
Registration Number:	2369180	LUNA
Registration Number:	2240060	SAFENET
Registration Number:	1752276	SENTINEL
Registration Number:	2852115	ESECURITY FOR EBUSINESS
Registration Number:	2838868	MEDIAENTRY
Serial Number:	76281568	I KEY
Serial Number:	76283937	SAFENET

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 8002210770
Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 850385
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	04/19/2007

Total Attachments: 6
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
SafeNet, Inc.	2484721	SAFENET and Design
SafeNet, Inc.	2529900	SOFTREMOTE
SafeNet, Inc.	2484541	SAFENET
SafeNet, Inc.	1630703	IRE
SafeNet, Inc.	1633845	INFORMATION RESOURCE ENGINEERING, INC.
SafeNet, Inc.	1633044	SYSTEM A.25
SafeNet, Inc.	2952945	ULTRAPRO
SafeNet, Inc.	2855564	QUICKSEC
SafeNet, Inc.	2776020	IPSEC EXPRESS
SafeNet, Inc.	2662245	NETSWIFT
Spectria (assigning to SafeNet, Inc.)	2628090	SPECTRIA
SafeNet, Inc.	2725485	SENTINELLM
SafeNet, Inc.	1873716	SENTINEL
SafeNet, Inc.	2593122	IKEY
SafeNet, Inc.	2503213	IKEY
SafeNet, Inc.	2516153	I KEY
SafeNet, Inc.	2711774	ULTIMATE TRUST
SafeNet, Inc.	2369180	LUNA
SafeNet, Inc.	2240060	SAFENET
SafeNet, Inc.	1752276	SENTINEL
SafeNet, Inc.	2852115	ESECURITY FOR EBUSINESS
SafeNet, Inc.	2838868	MEDIAENTRY

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
SafeNet, Inc.	76/281568	I KEY (Stylized) (Key shaped I)
SafeNet, Inc.	76/283937	SAFENET and Design
SafeNet, Inc.	91167981	SAFENET, INC. (Opposer/us) v. SAFENET CONSULTING, INC. (Applicant/them) Mark: BLOCK and Design Serial No. 76/123874 Opp No. 91167981

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of April 12, 2007, by and among SAFENET, INC., a Delaware corporation (as successor in interest to Stealth Acquisition Corp.) (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as second lien collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement of even date herewith (as amended, 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 is required to execute and deliver this Second Lien Trademark 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 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 Trademark Collateral. The 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 the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Collateral).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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 Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge,

grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.


SECTION 5. Counterparts. This Second Lien Trademark 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

SAFENET, INC.

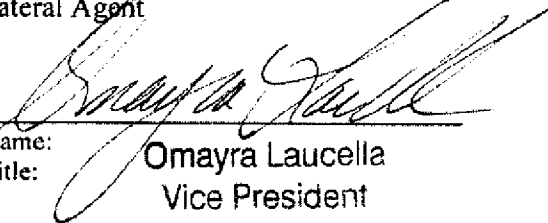
By: 
Name: John Frederick
Title: Chief Financial Officer

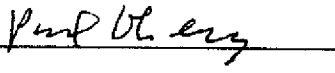
[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003525 FRAME: 0290

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: 
Name: Omayra Laucella
Title: Vice President

By: 
Name: Paul O'Leary
Title: Vice President

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003525 FRAME: 0291

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