

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Safenet, Inc.		02/12/2009	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: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3308965	EDGESECURE
Registration Number:	3252499	EDGESECURE
Registration Number:	2974008	DATASECURE
Registration Number:	3059663	NETWORK-ATTACHED ENCRYPTION
Registration Number:	3393371	INGRIAN KEYSECURE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 800-927-9801 x2348
 Email: jpaterso@cscinfo.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1090 Vermont Avenue NW, Suite 430
 Address Line 2: Attn: Jean Paterson
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

CH \$140.00 3308965

ATTORNEY DOCKET NUMBER:	901611005
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	02/23/2009
Total Attachments: 6 source=2-23-09 Safenet-TM#page1.tif source=2-23-09 Safenet-TM#page2.tif source=2-23-09 Safenet-TM#page3.tif source=2-23-09 Safenet-TM#page4.tif source=2-23-09 Safenet-TM#page5.tif source=2-23-09 Safenet-TM#page6.tif	

First Lien Trademark Security Agreement

First Lien Trademark Security Agreement, dated as of February 12, 2009, by and among SAFENET, INC., a Delaware corporation (the "Pledgor"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as first lien collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a First Lien Security Agreement dated as of April 12, 2007 (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 First 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 First 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 First 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 First Lien Trademark Security Agreement.

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

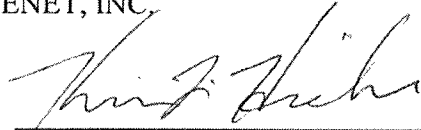
[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this First 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: Kevin L. Hicks

Title: General Counsel & VP

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Paul O'Leary
Name: Paul O'Leary
Title: Director

By: Erin Morrissey
Name: Erin Morrissey
Title: Vice President

[SAFENET FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003940 FRAME: 0428

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Safenet, Inc.	3,308,965	EDGESECURE
Safenet, Inc.	3,252,499	EDGESECURE
Safenet, Inc.	2,974,008	DATASECURE
Safenet, Inc.	3,059,663	NETWORK-ATTACHED ENCRYPTION
Safenet, Inc.	3,393,371	INGRIAN KEYSECURE

Other Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Safenet, Inc.	TMA680901	Canada	EDGESECURE
Safenet, Inc.	004827374	Community Trademark	EDGESECURE
Safenet, Inc.	200587342	Japan	DATASECURE