

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Second 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:	901611 015
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	02/24/2009
<p>Total Attachments: 6 source=2-24-09 Safenet 2nd-TM#page1.tif source=2-24-09 Safenet 2nd-TM#page2.tif source=2-24-09 Safenet 2nd-TM#page3.tif source=2-24-09 Safenet 2nd-TM#page4.tif source=2-24-09 Safenet 2nd-TM#page5.tif source=2-24-09 Safenet 2nd-TM#page6.tif</p>	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Safenet, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware corporation
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank Trust Company

Internal _____

Address: Americas, as Collateral Agent

Street Address: 100 Plaza One, 8th Floor

City: Jersey City

State: NJ

Country: USA Zip: 07311

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 02/12/2009

- Assignment
- Security Agreement
- Other Second Lien Trademark Security Agmt
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy, Legal Assistant

Internal Address: _____

Cahill Gordon & Reindel

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10013

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

02/18/2009

Date

JAMES P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Second Lien Trademark Security Agreement

Second 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 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 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 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.

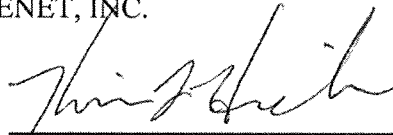
[signature page follows]

IN WITNESS WHEREOF, the 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: Kevin L. Hicks

Title: General Counsel & VP

Accepted and Agreed:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

By: Paul Cleary
Name: Paul Cleary
Title: Director

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

[SAFENET SECOND LIEN TRADEMARK SECURITY AGREEMENT]

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