

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HAC HOLDINGS, INC.		07/28/2009	CORPORATION: DELAWARE
HAC ACQUISITION CORPORATION		07/28/2009	CORPORATION: MARYLAND
ENTRUST, INC.		07/28/2009	CORPORATION: MARYLAND
ENTRUST LIMITED		07/28/2009	CORPORATION: ONTARIO
ENTRUST INTERNATIONAL LLC		07/28/2009	LIMITED LIABILITY COMPANY: DELAWARE
CYGNACOM SOLUTIONS INC.		07/28/2009	CORPORATION: VIRGINIA
ORION SECURITY SOLUTIONS, INC.		07/28/2009	CORPORATION: VIRGINIA
ENCOMMERCE, INC.		07/28/2009	CORPORATION: CALIFORNIA
BUSINESS SIGNATURES CORPORATION		07/28/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO FOOTHILL, LLC
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000 West
<b>City:</b>	Santa Monica
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90404
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	74570485	ENTRUST
Serial Number:	78570146	SECURING YOUR DIGITAL LIFE
Serial Number:	78570141	SECURING YOUR DIGITAL LIFE
Serial Number:	76116829	ENTRUST WORKGROUP
Serial Number:	75512629	ENTRUST/ENTELLIGENCE

**900139768**

**TRADEMARK  
 REEL: 004034 FRAME: 0190**

**CH \$340.00 74570485**

Serial Number:	75983132	ENTRUST-READY
Serial Number:	75283091	GETACCESS
Serial Number:	78940125	ZERO-TOUCH FRAUD DETECTION
Serial Number:	78940075	ZERO-TOUCH CONSUMER AUTHENTICATION
Serial Number:	77173004	ENTRUST OPEN FRAUD INTELLIGENCE NETWORK
Serial Number:	78014640	ENTRUST
Serial Number:	78472413	BUSINESS SIGNATURES
Serial Number:	78649897	WEBCULLIS

**CORRESPONDENCE DATA**

Fax Number: (213)627-0705  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 213.683.5698  
Email: minettetayco@paulhastings.com  
Correspondent Name: Minette M. Tayco  
Address Line 1: 515 S. Flower St., 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFF/ENTRUST (73896.00035)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	07/29/2009

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is made this 28th day of July, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor") and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company ("WFF"), in its capacity as United States agent (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 28, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among **HAC HOLDINGS, INC.**, a Delaware corporation ("Parent"), **HAC ACQUISITION CORPORATION**, a Maryland corporation ("U.S. Borrower"; it being understood that from and after the consummation of the Merger, Entrust, Inc., a Maryland corporation, will be U.S. Borrower under the Credit Agreement), **ENTRUST LIMITED**, a corporation amalgamated under the laws of the Province of Ontario ("Canadian Borrower" and together with the U.S. Borrower, each a "Borrower" and individually and collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), U.S. Agent, **WELLS FARGO FOOTHILL CANADA ULC**, an Alberta unlimited corporation, as the Canadian agent for the Canadian Lenders (in such capacity, together with its successors and assigns in such capacity, the "Canadian Agent"), WFF, as co-lead arranger, and **BANK OF MONTREAL**, a Canadian chartered bank, as co-lead arranger (in such capacity, the "Co-Lead Arranger"), the U.S. Lender Group has agreed to make certain financial accommodations available to U.S. Borrower from time to time pursuant to the terms and conditions thereof and the Canadian Lender Group has agreed to make certain financial accommodations available to Canadian Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Each U.S. Grantor hereby grants to Agent, for the benefit of the U.S. Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such U.S. Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "U.S. Obligations Trademark Collateral"):

- (i) all of its Trademarks, including those referred to on Schedule I hereto;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the foregoing, including any claim by such U.S. Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

(b) Each Grantor hereby grants to Agent, for the benefit of the Canadian Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Canadian Obligations Trademark Collateral" and together with the U.S. Obligations Trademark Collateral, the "Trademark Collateral"):

(i) all of its Trademarks, including those referred to on Schedule I hereto;

(ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(iii) all products and proceeds of the foregoing, including any claim by such U.S. Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include anything that is not "Collateral" under, and as defined in, the Security Agreement.

### 3. SECURITY FOR OBLIGATIONS.

(a) This Trademark Security Agreement and the U.S. Obligations Security Interest created hereby secures the payment and performance of all the U.S. Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the U.S. Obligations and would be owed by Grantors, or any of them, to Agent, the U.S. Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

(b) This Trademark Security Agreement and the Canadian Obligations Security Interest created hereby secures the payment and performance of all the Canadian Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Canadian Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Canadian Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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 of any conflict between any provision of the Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Agent prompt notice in writing of any additional United States trademarks or trademark registrations (or applications therefor) which become part of the Collateral under the Security Agreement after the date hereof, as set forth in the Security Agreement. Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors, which become part of the Collateral under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement, as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

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

**GRANTORS:**

**HAC HOLDINGS, INC.,**  
a Delaware corporation

By:   
Name: Robert Sayle  
Title: Assistant Secretary

**HAC ACQUISITION CORPORATION,**  
a Maryland corporation

By:   
Name: Robert Sayle  
Title: Assistant Secretary

**ENTRUST, INC.,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: Jay Kendry  
Title: Vice President and Chief Governance Officer

**ENTRUST LIMITED,**  
a corporation amalgamated under the laws of  
the Province of Ontario

By: \_\_\_\_\_  
Name: Jay Kendry  
Title: Vice President and Secretary

**ENTRUST INTERNATIONAL LLC,**  
a Delaware limited liability company

By:   
Name: Robert Sayle  
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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

**GRANTORS:**

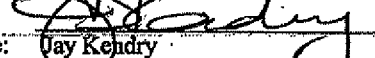
**HAC HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Robert Sayle  
Title: Assistant Secretary

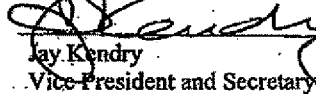
**HAC ACQUISITION CORPORATION,**  
a Maryland corporation

By: \_\_\_\_\_  
Name: Robert Sayle  
Title: Assistant Secretary

**ENTRUST, INC.,**  
a Maryland corporation

By:   
Name: Jay Kendry  
Title: Vice President and Chief Governance Officer

**ENTRUST LIMITED,**  
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the Province of Ontario

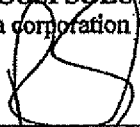
By:   
Name: Jay Kendry  
Title: Vice President and Secretary

**ENTRUST INTERNATIONAL LLC,**  
a Delaware limited liability company


By: \_\_\_\_\_  
Name: Robert Sayle  
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

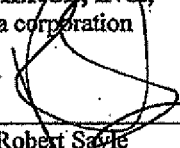
**CYGNACOM SOLUTIONS INC.,**  
a Virginia corporation

By:   
Name: Robert Sayle  
Title: Authorized Signatory

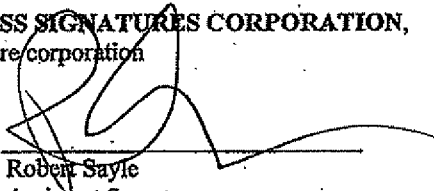
**ORION SECURITY SOLUTIONS, INC.,**  
a Virginia corporation

By:   
Name: Robert Sayle  
Title: Authorized Signatory

**ENCOMMERCE, INC.,**  
a California corporation

By:   
Name: Robert Sayle  
Title: Assistant Secretary

**BUSINESS SIGNATURES CORPORATION,**  
a Delaware corporation

By:   
Name: Robert Sayle  
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



**U.S. AGENT:**

**WELLS FARGO FOOTHILL, LLC,**  
a Delaware limited liability company,  
as U.S. Agent

By:   
Name: JeeHoon Park  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

United States Trademark Registrations/Applications

<b>MATTER # / MARK (drawing sent to USPTO)</b>	<b>CURRENT OWNER (name, address &amp; tel)</b>	<b>SERIAL NO.</b>	<b>REGIS. NO.</b>	<b>REGIS. DATE</b>	<b>STATUS (LIVE, DEAD, NOTES, ETC.)</b>
23562/09004  ENTRUST  (words only)	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	74570485	1979214	06/11/1996	LIVE
23562/09001  SECURING YOUR DIGITAL LIFE  (words only)	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	78570146	3286839	08/28/2007	LIVE
23562/09002  SECURING YOUR DIGITAL LIFE  (words only)	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	78570141	3076237	04/04/2006	LIVE
23562/09006  ENTRUST WORKGROUP  (words only)	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	76116829	2561397	04/16/2002	LIVE
23562/09007  ENTRUST/ENTELLIGENC E  (words only)	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	75512629	2532429	01/22/2002	LIVE
23562/09008  ENTRUST-READY  (words only)	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	75983132	2735107	07/08/2003	LIVE
23562/09011  GETACCESS  (words only)	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	75283091	2353972	05/30/2000	LIVE
02086/09015  ZERO-TOUCH FRAUD DETECTION	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	78940125			Allowed
23562/09016  ZERO-TOUCH	Entrust, Inc. One Hanover Park 16633 Dallas Parkway,	78940075			Allowed

MATTER # / MARK (drawing sent to USPTO)	CURRENT OWNER (name, address & tel)	SERIAL NO.	REGIS. NO.	REGIS. DATE	STATUS (LIVE, DEAD, NOTES, ETC.)
CONSUMER AUTHENTICATION	Ste. 800 Addison, TX 75001				
23562/09020  ENTRUST OPEN FRAUD INTELLIGENCE NETWORK	Entrust, Inc. One Hanover Park 16633 Dallas Parkway, Ste. 800 Addison, TX 75001	77173004			Allowed
ENTRUST	Entrust, Inc. 1880 Dairy Ashford Suite 605 Houston, TX 77077 United States	78014640	2612740	08/27/2002	Live
BUSINESS SIGNATURES	Business Signatures Corporation	78472413	3177970	11/28/2006	
WEBCULLIS	Orion Security Solutions, Inc.	78649897	3131275	08/15/2006	