

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRIPWIRE, INC.		05/23/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2994216	ACTIVEWORX	
Registration Number:	3892341	LOGCENTER	
Registration Number:	2306881	TRIPWIRE	
CORRESPONDENCE DATA			
Fax Number:	(213)830-8743		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-680-6400		
Email:	kimberley.lathrop@bingham.com		
Correspondent Name:	KIMBERLEY A. LATHROP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 2:	BINGHAM MCCUTCHEN LLP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	3002329.355106		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

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Signature:	/Kimberley A. Lathrop/
Date:	05/23/2011
Total Attachments: 5 source=Grant of Security Interest in Trademark Rights#page1.tif source=Grant of Security Interest in Trademark Rights#page2.tif source=Grant of Security Interest in Trademark Rights#page3.tif source=Grant of Security Interest in Trademark Rights#page4.tif source=Grant of Security Interest in Trademark Rights#page5.tif	

**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of May 23, 2011 is made TRIPWIRE, INC., a Delaware corporation, located at 101 SW Main St., Suite 1500, Portland, OR 97204 (the "**Grantor**") in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("**ARCC**"), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of May 23, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among VIA HOLDINGS II, INC., a Delaware corporation ("**Parent**"), its Subsidiaries signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, VIA MERGER SUB, INC., a Delaware corporation and wholly-owned subsidiary of Parent (the "**Merger Sub**"), TRIPWIRE, INC., a Delaware corporation, as successor to Merger Sub by operation of law ("**Target**", and, together with Merger Sub, the "**Borrowers**", and each a "**Borrower**"), the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered a Security Pledge Agreement, dated as of even date herewith, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against all of the Grantor's right, title and interest in, to and under all of the Trademarks owned by the Grantor and constituting Collateral including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed "Collateral" or "Trademark Collateral" unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRIPWIRE, INC.,
a Delaware corporation,
as Grantor

By: 

Name: Kelly Lang

Title: VP and Chief Financial Officer

Signature Page to Grant of Security Interest in Trademark Rights

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ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: _____

Name: _____

Title: _____

SCOTT LEM
ASSISTANT TREASURER

Signature Page to Grant of Security Interest in Trademark Rights

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SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Jurisdiction	Status	Owner	Serial/ Application #	Application Date	Registration #	Registration Date
ACTIVEWORX	U.S. Federal	Registered	Tripwire, Inc.	78/274115	14-JUL-2003	2994216	13-SEP-2005
LOGCENTER	U.S. Federal	Registered	Tripwire, Inc.	77/926916	03-FEB-2010	3892341	21-DEC-2010
TRIPWIRE	U.S. Federal	Registered	Tripwire, Inc.	75/370152	08-OCT-1997	2306881	11-JAN-2000