

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	SECURITY INTEREST																					
CONVEYING PARTY DATA																						
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>TRIPWIRE, INC.</td> <td></td> <td>04/02/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>NCIRCLE NETWORK SECURITY, INC.</td> <td></td> <td>04/02/2013</td> <td>CORPORATION: CALIFORNIA</td> </tr> </tbody> </table>		Name	Formerly	Execution Date	Entity Type	TRIPWIRE, INC.		04/02/2013	CORPORATION: DELAWARE	NCIRCLE NETWORK SECURITY, INC.		04/02/2013	CORPORATION: CALIFORNIA									
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TRIPWIRE, INC.		04/02/2013	CORPORATION: DELAWARE																			
NCIRCLE NETWORK SECURITY, INC.		04/02/2013	CORPORATION: CALIFORNIA																			
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: 6																						
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3892341</td> <td>LOGCENTER</td> </tr> <tr> <td>Registration Number:</td> <td>2306881</td> <td>TRIPWIRE</td> </tr> <tr> <td>Serial Number:</td> <td>85530162</td> <td>TRIPWIRE</td> </tr> <tr> <td>Registration Number:</td> <td>2743551</td> <td>NCIRCLE</td> </tr> <tr> <td>Registration Number:</td> <td>3003552</td> <td>NCIRCLE</td> </tr> <tr> <td>Registration Number:</td> <td>2821318</td> <td>NCIRCLE</td> </tr> </tbody> </table>		Property Type	Number	Word Mark	Registration Number:	3892341	LOGCENTER	Registration Number:	2306881	TRIPWIRE	Serial Number:	85530162	TRIPWIRE	Registration Number:	2743551	NCIRCLE	Registration Number:	3003552	NCIRCLE	Registration Number:	2821318	NCIRCLE
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Registration Number:	3003552	NCIRCLE																				
Registration Number:	2821318	NCIRCLE																				
CORRESPONDENCE DATA																						
Fax Number:	2138308743																					
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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

Signature: /Kimberley A. Lathrop/

Date: 04/02/2013

Total Attachments: 6  
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**AMENDED AND RESTATED GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of April 2, 2013 is made by TRIPWIRE, INC., a Delaware corporation, located at 101 SW Main St., Suite 1500, Portland, OR 97204 ("**Tripwire**") and NCIRCLE NETWORK SECURITY INC., a California corporation, located at 101 2nd Street, 4th Floor, San Francisco, CA 94105 ("**nCircle**"; Tripwire and nCircle are referred to herein collectively as the "**Grantors**", and each as a "**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, in connection with that certain Credit Agreement, dated as of May 23, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from on or prior to the date hereof, the "**Original Credit Agreement**"), among VIA HOLDINGS II, INC., a Delaware corporation ("**Parent**"), Tripwire, as the borrower, the lenders from time to time party thereto (the "**Original Lenders**") and ARCC as (i) lead arranger, (ii) administrative agent for the Original Lenders and (iii) collateral agent for the secured parties (the "**Original Collateral Agent**"), Tripwire has entered into that certain Grant of Security Interest in Trademark Rights, dated as of May 23, 2011, in favor of the Original Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified on or prior to the date hereof, the "**Original Trademark Security Agreement**");

WHEREAS, in connection with the Original Credit Agreement, the Tripwire and Parent have executed and delivered a Security Pledge Agreement, dated as of May 23, 3011, 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, the Original Credit Agreement is being amended and restated on the date hereof pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "**Credit Agreement**"), by and among Parent, its Subsidiaries signatory thereto as guarantors or hereafter designated as Guarantors pursuant to Section 9.10, Tripwire and each other Person party thereto that is designated as a Borrower from time to time (collectively, the "**Borrowers**"), the lenders from time to time party thereto (collectively, the "**Lenders**") and ARCC as (i) lead arranger, (ii) administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**") and (iii) Collateral Agent;

WHEREAS, it is a condition to the effectiveness of the Credit Agreement that the Original Trademark Security Agreement be amended and restated on the terms set forth herein;

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, each 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. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against all of each Grantor's right, title and interest in, to and under all of the Trademarks owned by each 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 each 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. Each 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.

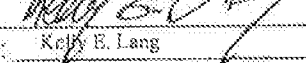
SECTION 6. No Novation. This Agreement amends, restates, replaces and supersedes (but shall not constitute a novation of) the Original Trademark Security Agreement in its entirety. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Original Trademark Security Agreement, which shall remain in full force and effect, except as expressly modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement shall be construed as a

release or other discharge of any Grantor under any of the Credit Documents to which it is a party or from any of its obligations and liabilities thereunder. Each Grantor hereby confirms and agrees that the pledge to the Collateral Agent and the grant to the Collateral Agent, of a Lien on any collateral as security for the obligations from time to time existing in respect of the Original Trademark Security Agreement and/or any of the Credit Documents, is hereby ratified and confirmed in all respects.

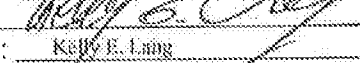
*[Signature Pages Follow]*

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

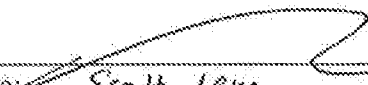
By:   
Name: Kelly E. Lang  
Title: Chief Financial Officer

NCIRCLE NETWORK SECURITY INC.,  
a California corporation,  
as Grantor

By:   
Name: Kelly E. Lang  
Title: Chief Financial Officer

[Signature Page to Amended and Restated Grant of Security Interest in Trademark Rights]

**ARES CAPITAL CORPORATION,**  
a Maryland corporation,  
as Collateral Agent

By:   
Name: Scott Lem  
Title: Authorized Signatory

[Signature Page to Amended and Restated Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 004996 FRAME: 0195**

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Trademark	Jurisdiction	Status	Owner	Serial / Application #	Application Date	Registration #	Registration Date
LOGCENTER	U.S. Federal	Registered	Tripwire, Inc.	77926916	03-FEB-2010	3892341	21-DEC-2010
TRIPWIRE	U.S. Federal	Registered	Tripwire, Inc.	75370152	08-OCT-1997	2306881	11-JAN-2000
TRIPWIRE	U.S. Federal	Pending (Use Based)	Tripwire, Inc.	85530162	31-JAN-2012	n/a	n/a
TRIPWIRE	International (Madrid Protocol application filed with the USPTO)	Pending	Tripwire, Inc.	A0031076	31-JULY-2012	n/a	n/a
NCIRCLE	U.S. Federal	Registered	nCircle Network Security Inc.	76247710	27-APR-2001	2743551	29-JUL-2003
NCIRCLE	U.S. Federal	Registered	nCircle Network Security Inc.	78231471	28-MAR-2003	3003552	4-OCT-2005
NCIRCLE	U.S. Federal	Registered	nCircle Network Security Inc.	78231449	28-MAR-2003	2821318	9-MAR-2004