

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blue Coat Systems, Inc.		06/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Jefferies Finance LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18		
Property Type	Number	Word Mark
Registration Number:	2887537	BLUE COAT
Registration Number:	3953936	BLUE COAT
Registration Number:	3566585	BLUESOURCE
Registration Number:	3638112	BLUETOUCH
Registration Number:	3801078	CACHEFLOW
Registration Number:	3755658	CONTROL IS YOURS
Registration Number:	3728849	INTELLIGENCECENTER
Registration Number:	3149433	ISHARED
Registration Number:	3927221	K9
Registration Number:	2272649	PACKETSHAPER
Registration Number:	2272648	PACKETSHAPER
Registration Number:	2489413	POLICYCENTER
Registration Number:	3979484	PROXYONE
Registration Number:	3096350	PROXYSG

OP \$465.00 2887537

Registration Number:	3400910	REPORTCENTER
Registration Number:	3638747	
Registration Number:	2174788	WINPROXY
Registration Number:	2638737	CROSSBEAM

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

038507-0296

NAME OF SUBMITTER:

Rhonda DeLeon

Signature:

/Rhonda DeLeon/

Date:

07/03/2013

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of June 28, 2013 (this "Trademark Security Agreement"), by and between Blue Coat Systems, Inc. and Solera Networks, Inc. (the "Pledgors"), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Second Lien Credit Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Blue Coat Systems, Inc., a Delaware corporation ("Borrower"), Project Barbour Intermediate Holdings Corporation, a Delaware corporation ("Holdings"), the Pledgors and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Second Lien Security Agreement dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable 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 such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill associated therewith, (iii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iv) proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or other violations thereof, including the United States trademark registrations and applications for registration, listed on Schedule 1 attached hereto.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark application to the extent, and for so long as, creation by such Pledgor of a security interest therein would result in loss by such Pledgor of any rights therein, or in any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Once the Commitments have been terminated and the principal of and interest and premium (if any) on each Loan, all Fees and all other expenses or amounts payable under any Loan Document have been paid in full (other than contingent indemnification obligations that, pursuant to the terms of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted pursuant to the Security Agreement and the security interest granted herein shall terminate and be deemed released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

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

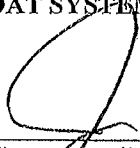
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 7. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, each Pledgor and the Collateral Agent agree that the Lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

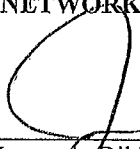
[Signature Page Follows]

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

BLUE COAT SYSTEMS, INC.,
as Pledgor

By: 
Name: James A. Dildine II
Title: Vice President, Corporate Controller and
Assistant Secretary

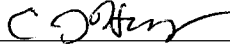
SOLERA NETWORKS, INC.,
as Pledgor

By: 
Name: James A. Dildine II
Title: Vice President, Corporate Controller and
Assistant Secretary

[Signature Page to Second Lien Trademark Security Agreement]

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director


SCHEDULE 1
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

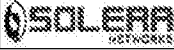
Blue Coat Systems, Inc. Trademark Registrations and Applications:

<u>Trademark</u>	<u>Status Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
BLUE COAT	Registered 09 Int.	78146726 23-Jul-2002	2887537 21-Sep-2004	Blue Coat Systems, Inc.
BLUE COAT	Registered 41 Int., 42 Int.	85079904 07-Jul-2010	3953936 03-May-2011	Blue Coat Systems, Inc.
BLUESOURCE	Registered 42 Int.	77317064 30-Oct-2007	3566585 27-Jan-2009	Blue Coat Systems, Inc.
BLUETOUCH	Registered 41 Int., 42 Int.	77541949 07-Aug-2008	3638112 16-Jun-2009	Blue Coat Systems, Inc.
CACHEFLOW	Registered 09 Int.	77796201 04-Aug-2009	3801078 08-Jun-2010	Blue Coat Systems, Inc.
CONTROL IS YOURS	Registered 09 Int., 41 Int., 42 Int.	77581661 29-Sep-2008	3755658 02-Mar-2010	Blue Coat Systems, Inc.
INTELLIGENCECENTER	Registered 09 Int.	77106133 13-Feb-2007	3728849 22-Dec-2009	Blue Coat Systems, Inc.
ISHARED	Registered 09 Int.	78316164 20-Oct-2003	3149433 26-Sep-2006	Blue Coat Systems, Inc.
K9	Registered 09 Int.	77237312 24-Jul-2007	3927221 08-Mar-2011	Blue Coat Systems, Inc.
PACKETSHAPER	Renewed 09 Int.	75207591 03-Dec-1996	2272649 24-Aug-1999	Blue Coat Systems, Inc.
PACKETSHAPER	Renewed 09 Int.	75207589 03-Dec-1996	2272648 24-Aug-1999	Blue Coat Systems, Inc.
POLICYCENTER	Renewed 09 Int.	76021493 10-Apr-2000	2489413 11-Sep-2001	Blue Coat Systems, Inc.
PROXYONE	Registered 09 Int., 42 Int.	85063736 15-Jun-2010	3979484 14-Jun-2011	Blue Coat Systems, Inc.
PROXYSG	Registered 09 Int.	78295124 02-Sep-2003	3096350 23-May-2006	Blue Coat Systems, Inc.
REPORTCENTER	Registered 09 Int.	77142617 28-Mar-2007	3400910 25-Mar-2008	Blue Coat Systems, Inc.
SHIELD DESIGN	Registered 09 Int., 41 Int., 42 Int.	77611802 11-Nov-2008	3638747 16-Jun-2009	Blue Coat Systems, Inc.
WINPROXY	Renewed 09 Int.	75295822 21-May-1997	2174788 21-Jul-1998	Blue Coat Systems, Inc.
CROSSBEAM	Registered	27-April-01	2638737 22-Oct-02	Blue Coat Systems, Inc.
X-STREAM	Pending	78271116 7-July-03		Blue Coat Systems, Inc.

Solera Networks, Inc. Trademark Registrations and Applications:

<u>Trademark</u>	<u>Status Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
 Circle Logo	Registered	85367654 Jul-11-2011	4114421 Mar-20-2012	Solera Networks, Inc.
DEEPSEE	Registered	77520989 Jul-14-2008	3890571 Dec-14-2010	Solera Networks, Inc.

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DS APPLIANCE	Registered	77520987 Jul-14-2008	4013945 Sep-27-2011	Solera Networks, Inc.
SEE EVERYTHING, KNOW EVERYTHING	Registered	77525091/ Jul-17-2008	4038853 Oct-11-2011	Solera Networks, Inc.
SOLERA NETWORKS	Registered	77570585 Sep-16-2008	4270178 Jan-08-2013	Solera Networks, Inc.
SOLERA NETWORKS & Design 	Registered	77571700 Sep-17-2008	4293804 Feb-26-2013	Solera Networks, Inc.

Second Lien Trademark Security Agreement

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RECORDED: 07/03/2013

**TRADEMARK
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