

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297952

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		03/05/2014	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	SafeNet, Inc.		
Street Address:	4690 Millennium Drive		
City:	Belcamp		
State/Country:	MARYLAND		
Postal Code:	21017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2974008	DATASECURE	
Registration Number:	3308965	EDGESECURE	
Registration Number:	3393371	INGRIAN KEYSECURE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Ken Tan, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Ken Tan, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	03/12/2014		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT RELEASE

This SECOND LIEN TRADEMARK SECURITY AGREEMENT RELEASE (this "*Release*") dated as of March 5, 2014, is made by DEUTSCHE BANK TRUST COMPANY AMERICAS as collateral agent (in such capacity, together with its successors and permitted assigns, the "*Collateral Agent*") for the Secured Parties in favor of SAFENET, INC. (the "*Pledgor*"). All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in that certain Second Lien Security Agreement, dated as of April 12, 2007, (the "*Security Agreement*"), by and between the Pledgor and the Collateral Agent.

WHEREAS, pursuant to the Security Agreement, the Pledgor executed that certain Second Lien Trademark Security Agreement, dated as of February 12, 2009 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "*Trademark Security Agreement*") whereby the Pledgor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Pledgor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 24, 2009 at Reel 03940 and Frame 0684;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Collateral Agent hereby terminates, discharges, cancels and releases its security interest in all of the Pledgor's right, title and interest, arising under the Security Agreement and the Trademark Security Agreement, in and to the following (the "*Collateral*"):

- (i) all of the Trademarks, owned by such Pledgor, including, without limitation, those referred to in Schedule I hereto, together with the goodwill symbolized thereby (the "*Trademarks*");
- (ii) all extensions and renewals of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto;
- (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Recordation. The Collateral Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the state of Israel.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

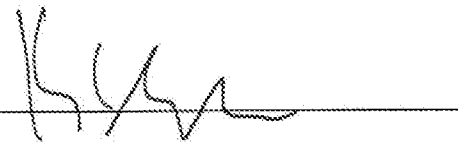
**DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent**

By: 

Name: Anca Trifan

Managing Director

Title: _____

By: 

Name: Kirk L. Tashjian

Vice President

Title: _____

SCHEDULE I

UNITED STATES TRADEMARKS:

Registered:

<u>OWNER</u>	<u>MARK</u>	<u>REG. NO.</u>
SafeNet, Inc.	DATASECURE	2974008
SafeNet, Inc.	EDGESECURE	3308965
SafeNet, Inc.	INGRIAN KEYSECURE	3393371

Applications:

None.