TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328219

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WEBROOT INC.		12/23/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	1700 Lincoln Street
Internal Address:	Suite 800
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	86184297	BREACHLOGIC
Serial Number:	86103518	INFRARED
Serial Number:	85586386	PERFECTKNOWLEDGE
Serial Number:	85586378	PERFECTKNOWLEDGE
Serial Number:	85586387	PERFECTKNOWLEDGE
Registration Number:	4578444	SECUREANYWHERE
Registration Number:	4450735	WEBROOT
Registration Number:	4296226	WEBROOT SECUREANYWHERE
Registration Number:	4296225	WEBROOT SECUREANYWHERE
Registration Number:	4296224	WEBROOT SECUREANYWHERE
Registration Number:	4296223	WEBROOT SECUREANYWHERE
Registration Number:	3723879	ROCKSAFE
Registration Number:	2877206	
Registration Number:	3170528	SPY SWEEPER
Registration Number:	2538432	WINDOW WASHER
Registration Number:	3792106	BRIGHTCLOUD
Registration Number:	3713090	U
Registration Number:	3693424	CHANNEL EDGE

CH $515.00 86184297

Property Type	Number	Word Mark
Registration Number:	3658616	THE BEST SECURITY IN AN UNSECURED WORLD
Registration Number:	2405273	WEBROOT

CORRESPONDENCE DATA

Fax Number: 4048853900

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

Phone: 4048853868

Email: rusty.close@troutmansanders.com

Correspondent Name: CHRISTOPHER CLOSE

Address Line 1: TROUTMAN SANDERS LLP

Address Line 2: 600 PEACHTREE STREET NE, SUITE 5200

Address Line 4: ATLANTA, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	246543.000001
NAME OF SUBMITTER:	Christopher Close
SIGNATURE:	/Christopher Close/
DATE SIGNED:	01/07/2015

Total Attachments: 18
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**Agreement**") is entered into as of December 23, 2014 by and between WELLS FARGO BANK, NATIONAL ASSOCIATION ("**Bank**") and WEBROOT INC., a Delaware corporation ("**Grantor**").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Grantor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Credit Agreement**"). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B.   Pursuant to the terms of the Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Security Agreement**"; capitalized terms used herein are used as defined in the Security Agreement and Credit Agreement, as applicable), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   <u>Grant of Security Interest</u>. To secure its obligations under the Credit Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a)   Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "**Copyrights**");

(b)   Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c)   Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d)   All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e)   Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f)   All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g)   Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h)   All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i)   All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j)   All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2.   <u>Recordation</u>.   Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3.   <u>Loan Documents</u>.   This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and Security Agreement, which are hereby incorporated by reference.   The provisions of the Credit Agreement and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein.   The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement, and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4.   <u>Execution in Counterparts</u>.   This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.   Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5.   <u>Successors and Assigns</u>.   This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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6.   <u>Governing Law</u>. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

[Signature page follows.]

Active 23647803v2

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WEBROOT INC.

By: _____
    Name: John Post
    Title: Chief Financial Officer

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
    Name:
    Title:

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

WEBROOT INC.

By: _____
    Name: John Post
    Title: Chief Financial Officer

BANK:

WELLS FARGO BANK, NATIONAL ASSOCIATION
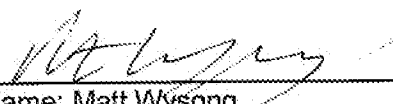
By: _____
    Name: Matt Wysong
    Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration Number	Application Number
Desktop firewall version 1.2	TX0006140634 (04/25/2005)	
Spam shredder version 1.9.16	TX0006140635 (04/26/2005)	
Spy sweeper : version 2.2	TX0006140026 (03/07/2005)	
Spy sweeper version 3.5	TX0006114040 (01/21/2005)	
Spy sweeper : version 4.0	TX0006288321 (05/12/2005)	
Spy sweeper, version 4.0 (Enterprise)	TX0006340907 (05/12/2005)	
Window washer version 5.0	TX00062142133 (03/07/2005)	

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Description	Registration Number	Application Number
CreateMaster	TX0005915513 (05/17/2004)	
EvaluateCRC	TX0005915512 (05/17/2004)	
SpySeeker	TX0005915511 (05/17/2004)	
SpyTrap	TX0005915514 (05/17/2004)	

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Patents

Description	Application Number	Registration Number
System and Method for Locating Malware		7,287,279 (10/23/2007)
System and Method for Accessing Data from a Data Storage Medium		7,346,611 (03/18/2008)
System and Method for Scanning Obfuscated Files for Pestware		7,349,931 (03/25/2008)
Method and System for Rapid Data-Fragmentation Analysis of a New Technology File System		7,461,104 (12/02/2008)
System and Method for Heuristic Analysis to Identify Pestware		7,480,683 (01/20/2009)
System and Method for Pestware Detection and Removal		7,533,131 (05/12/2009)
System and Method for Directly Accessing Data from a Data Storage Medium		7,565,695 (07/21/2009)

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Description	Application Number	Registration Number
System and Method for Scanning Memory for Pestware		7,571,476 (08/04/2009)
Method and System for Identifying Network Addresses Associated with Suspect Network Destinations		7,590,707 (09/15/2009)
System and Method for Scanning Memory for Pestware Offset Signatures		7,591,016 (09/15/2009)
Method and System for Detecting a Keylogger on a Computer		7,721,333 (05/18/2010)
File Manipulation During Early Boot Time		7,769,992 (08/03/2010)
System and Method for Scanning Memory for Pestware Offset Signatures		7,971,249 (06/28/2011)
System and Method for Monitoring Events on a Computer to Reduce False Positive Indication of Pestware		7,996,898 (08/09/2011)
Method and System for Detecting and Removing Hidden Pestware Files		7,996,903 (08/09/2011)

Description	Application Number	Registration Number
Method and System of File Manipulation During Early Boot Time Using Portable Executable File Reference		8,065,514 (11/22/2011)
System and Method for Defining and Detecting Pestware		8,065,664 (11/22/2011)
Method and System for Rendering Harmless a Locked Pestware Executable Object		8,079,032 (12/13/2011)
Method and System of File Manipulation During Early Boot Time by Accessing User-Level Data		8,140,839 (03/20/2012)
System and Method for Defining and Detecting Pestware with Function Parameters		8,171,550 (05/01/2012)
Backward Researching Time Stamped Events to Find an Origin of Pestware		8,181,244 (05/15/2012)
Malware Management Through Kernel Detection		8,190,868 (05/29/2012)
Backwards Researching Activity Indicative of Pestware		8,201,243 (06/12/2012)

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Description	Application Number	Registration Number
Method and System for Detecting Dependent Pestware Objects on a Computer		8,255,992 (08/28/2012)
Method and Apparatus for Detecting Malware in Network Traffic		8,370,932 (02/05/2013)
Method and System for Detecting and Removing Hidden Pestware Files		8,381,296 (02/19/2013)
Method and System for Detecting and Removing Hidden Pestware Files		8,387,147 (02/26/2013)
Low-Latency Detection of Scripting-Language-Based Exploits		8,407,790 (03/26/2013)
Method and System for Detecting Obfuscation Pestware in a Computer Memory		8,418,245 (04/09/2013)
System and Method for Developing a Risk Profile for an Internet Service		8,438,386 (05/07/2013)
System and Method for Analyzing Locked Files		8,452,744 (05/28/2013)

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Description	Application Number	Registration Number
Detection of Scripting-Language-Based Exploits Using Parse Tree Transformation		8,499,283 (08/11/2011)
System and Method for Prosecuting Dangerous IP Addresses on the Internet		8,561,187 (10/15/2013)
System and Method for Analyzing Packed Files		8,578,495 (11/05/2013)
Method and System of File Manipulation During Early Boot Time by Accessing User-Level Data Associated with a Kernel-Level Function		8,635,438 (01/21/2014)
Backward Researching Time Stamped Events to Find an Origin of Pestware		8,667,586 (03/04/2014)
Backwards Researching Activity Indicative of Pestware		8,719,932 (05/06/2014)
Malware Management Through Kernel Detection During a Boot Sequence		8,856,505 (10/07/2014)
Concurrent and Delayed Processing of Malware with Reduced I/O Interference	12/731,537 (03/25/2010)	

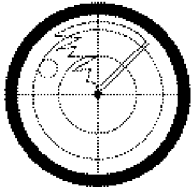| Description	Application Number	Registration Number
System and Method for Performing Longest Common Prefix Strings Searches	12/757,972 (04/09/2010)	
Proactive Browser Content Analysis	13/633,956 (10/03/2012)	
Detecting a Change to the Content of Information Displayed to a User of a Website	14/214,935 (03/15/2014)	
Methods and Apparatus for Agent-Based Malware Management	14/286,786 (05/23/2014)	
System and Method for Protecting Files on a Computer from Access by Unauthorized Applications		7,480,655 (01/20/2009)
Methods and Apparatus for Malware Threat Research	13/372,433 (02/13/2012)	
Managed Execution and Expiration of Agent Commands	13/738,815 (01/10/2013)	
System and Method to Provide Automatic Classification of Phishing Sites	13/949,974 (07/24/2013)	

Description	Application Number	Registration Number
	14/266,442 (04/30/2014)	
	13/888,341 (05/06/2013)	
	14/507,657 (10/06/2014)	
	14/331,920 (07/15/2014)	
	14/340,297 (07/24/2014)	
	14/270,069 (05/05/2014)	
	12/894,143 (09/30/2010)	

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EXHIBIT C

Trademarks

Description	Serial Number	Registration Number
BREACHLOGIC	88/184,297 (02/04/2014)	
INFRARED	86/103,518 (10/28/2013)	
PERFECTKNOWLEDGE	85/586,386 (04/02/2012)	
PERFECTKNOWLEDGE	85/586,378 (04/02/2012)	
PERFECTKNOWLEDGE	85/586,387 (04/02/2012)	
SECUREANYWHERE		4,578,444 (08/05/2014)
WEBROOT		4,450,735 (12/17/2013)

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Description	Serial Number	Registration Number
WEBROOT SECUREANYWHERE		4,296,226 (02/26/2013)
WEBROOT SECUREANYWHERE (& Design)		4,296,225 (02/26/2013)
WEBROOT SECUREANYWHERE (& Design)		4,296,224 (02/26/2013)
WEBROOT SECUREANYWHERE		4,296,223 (02/26/2013)
ROCKSAFE		3,723,879 (12/08/2009)
		2,877,206 08/24/2004)
SPY SWEEPER		3,170,528 (11/14/2006)
WINDOW WASHER		2,538,432 (02/12/2002)

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REEL: 005435 FRAME: 0916

Description	Serial Number	Registration Number
BRIGHT CLOUD		3,792,106 (05/25/2010)
U (& Design)		3,713,090 (11/17/2009)
CHANNEL EDGE		3,693,424 (10/06/2009)
THE BEST SECURITY IN AN UNSECURED WORLD		3,658,616 (07/21/2009)
WEBROOT		2,405,273 (11/21/2000)

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<u>EXHIBIT D</u>

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
None Identified		