

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM330640

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN TRADEMARKS (SECOND LIEN)

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		01/06/2015	NATIONAL ASSOCIATION: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	SAFENET, INC.
<b>Street Address:</b>	4690 MILLENNIUM DRIVE
<b>City:</b>	BELCAMP
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21017
<b>Entity Type:</b>	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4343275	SAFENET
Registration Number:	2484541	SAFENET
Registration Number:	3421074	SAFENET
Registration Number:	2484721	SAFENET
Registration Number:	2240060	SAFENET
Registration Number:	3978327	SENTINEL
Registration Number:	3970784	SENTINEL
Registration Number:	1873716	SENTINEL
Registration Number:	1752276	SENTINEL
Registration Number:	2369180	LUNA
Registration Number:	3445078	IKEY
Registration Number:	2974008	DATASECURE
Registration Number:	3308965	EDGESECURE
Registration Number:	3393371	INGRIAN KEYSECURE
Registration Number:	4051096	PROTECTFILE
Registration Number:	4072878	ETOKEN
Registration Number:	4166637	PROTECTDRIVE

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**CORRESPONDENCE DATA****Fax Number:** 6508385109*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:** 650-838-3743**Email:** JLIK@SHEARMAN.COM**Correspondent Name:** BENJAMIN PETERSEN**Address Line 1:** 3000 EL CAMINO REAL, 6TH FLOOR**Address Line 2:** SHEARMAN & STERLING LLP**Address Line 4:** PALO ALTO, CALIFORNIA 94306

<b>ATTORNEY DOCKET NUMBER:</b>	34604/13
<b>NAME OF SUBMITTER:</b>	BENJAMIN PETERSEN
<b>SIGNATURE:</b>	/BENJAMIN PETERSEN/
<b>DATE SIGNED:</b>	01/30/2015

**Total Attachments: 3**

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of January 6, 2015 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of March 5, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Second Lien Trademark Security Agreement, dated as of March 5, 2014 (the "Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 14, 2014 at Reel/Frame 5237/0615;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the following (the "Collateral"):

(a) All Trademarks of such Grantor, including without limitation the trademark registrations and applications set forth Schedule I attached hereto (the "Trademarks");

(b) all goodwill associated with such Trademarks;

(c) all proceeds of any and all of the foregoing.

3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

6. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A., acting in its capacity as Collateral Agent for the Secured Parties

By: Mollie S. Canup

Name: Mollie S. Canup

Title: Vice President

GRANTORS: SafeNet, Inc.

**SCHEDULE I**  
**to**  
**RELEASE OF SECURITY INTEREST IN TRADEMARKS**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
SafeNet, Inc.	4,343,275	SAFENET
SafeNet, Inc.	2,484,541	SAFENET
SafeNet, Inc.	3,421,074	SAFENET & Design
SafeNet, Inc.	2,484,721	SAFENET & Old Arrow Design
SafeNet, Inc.	2,240,060	SAFENET (Stylized)
SafeNet, Inc.	3,978,327	SENTINEL
SafeNet, Inc.	3,970,784	SENTINEL
SafeNet, Inc.	1,873,716	SENTINEL
SafeNet, Inc.	1,752,276	SENTINEL
SafeNet, Inc.	2,369,180	LUNA
SafeNet, Inc.	3,445,078	IKEY
SafeNet, Inc.	2,974,008	DATASECURE
SafeNet, Inc.	3,308,965	EDGESECURE
SafeNet, Inc.	3,393,371	INGRIAN KEY-SECURE
SafeNet, Inc.	4,051,096	PROTECTFILE
SafeNet, Inc.	4,072,878	ETOKEN
SafeNet, Inc.	4,166,637	PROTECTDRIVE

**Trademark Applications:**

None.