

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342808

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 5063/0509		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		05/22/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Coat Systems, Inc., as successor by merger to Solera Networks, Inc.		
Street Address:	420 N. Mary Avenue		
City:	Sunnyvale		
State/Country:	CALIFORNIA		
Postal Code:	94085		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4114421		
Registration Number:	3890571	DEEPSEE	
Registration Number:	4031945	DS APPLIANCE	
Registration Number:	4038853	SEE EVERYTHING. KNOW EVERYTHING.	
Registration Number:	4270178	SOLERA NETWORKS	
Registration Number:	4293804	SOLERA NETWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
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 SIGNED:	05/29/2015		

OP \$165.00 4114421

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This RELEASE, dated as of May 22, 2015, is made by 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 the 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") and the 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"). Capitalized terms not otherwise defined herein have the meaning assigned to them in the Security Agreement.

WITNESSETH

WHEREAS, Blue Coat Systems, Inc., a Delaware corporation ("Blue Coat") and Solera Networks, Inc., formerly a Delaware corporation and now merged into Blue Coat ("Solera") (collectively, the "Pledgors") are parties to the Credit Agreement and the Security Agreement;

WHEREAS, pursuant to the Security Agreement, (i) the Pledgors executed the Second Lien Trademark Security Agreement dated June 28, 2013 (the "June 2013 Trademark Security Agreement") and recorded with the U.S. Patent and Trademark Office (the "USPTO") on July 3, 2013 at Reel/Frame Nos. 5063/0496 and 5063/0509 and (ii) Blue Coat executed the Supplemental Second Lien Trademark Security Agreement dated October 16, 2013 (the "October 2013 Trademark Security Agreement") and recorded with the USPTO on October 18, 2013 at Reel/Frame No. 5133/0872 (collectively, the "Trademark Security Agreements"), pursuant to which the Pledgors pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of their right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreements);

WHEREAS, the Collateral Agent acknowledges the payment and performance of all the Obligations, and thus desires to terminate and release the security interest in the Trademark Collateral.

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

1. Release of Lien. The Collateral Agent hereby (i) terminates, without recourse, representation or warranty the Trademark Security Agreements; (ii) releases, without recourse, representation or warranty its security interest in all of the Trademark Collateral; (iii) retransfers and reassigns to each Pledgor, as applicable, any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral, including the trademark registrations and applications set forth in Schedule I, attached hereto and incorporated herein by reference, including, without limitation, in or to any goodwill associated therewith; and (iv) agrees that any power of attorney or similar rights granted by each Pledgor to the Collateral Agent pursuant to or in connection with the Trademark Security Agreements is terminated.

2. Further Assurances. At the Pledgors' sole cost and expense, the Collateral Agent shall take all reasonably required further actions, and provide to the Pledgors and their successors, assigns, designees or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments, which are in form

and substance satisfactory to the Collateral Agent), reasonably requested by the Pledgors to more fully and effectively effectuate the purposes of this Release.

3. Authorization to Record. The Collateral Agent authorizes and requests that the USPTO and any applicable government officer record this Release.

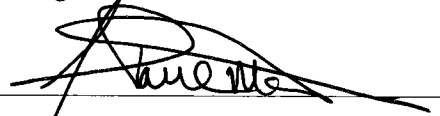
4. Governing Law; Electronic Delivery of Signature Pages. This Release shall be governed by and construed in accordance with the laws of the State of New York. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGES FOLLOW]

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

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____



Name: J. Paul McDonnell

Title: Managing Director

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK COLLATERAL RELEASE]

TRADEMARK
REEL: 005525 FRAME: 0587

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL



UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Security Interest at Reel/Frame No. 5063/0496 and No. 5063/0509


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.
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.

Security Interest at Reel/Frame No. 5133/0872

<u>Trademark</u>	<u>Status Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>	<u>Owner</u>
	9, 35, 41, 42	86/002470 3-Jul-13		Blue Coat Systems, Inc.