

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment Number One to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENTRUST HOLDINGS, INC.		03/11/2011	CORPORATION: DELAWARE
ENTRUST, INC.		03/11/2011	CORPORATION: MARYLAND
ENTRUST LIMITED		03/11/2011	CORPORATION: CANADA
ENTRUST INTERNATIONAL LLC		03/11/2011	LIMITED LIABILITY COMPANY: DELAWARE
CYGNACOM SOLUTIONS INC.		03/11/2011	CORPORATION: VIRGINIA
ORION SECURITY SOLUTIONS, INC.		03/11/2011	CORPORATION: VIRGINIA
ENCOMMERCE, INC.		03/11/2011	CORPORATION: CALIFORNIA
BUSINESS SIGNATURES CORPORATION		03/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO CAPITAL FINANCE, LLC
Street Address:	2450 Colorado Avenue, Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3798703	ENTRUST

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213.683.5698
 Email: MinetteTayco@paulhastings.com
 Correspondent Name: Minette M. Tayco

900186451

**TRADEMARK
 REEL: 004497 FRAME: 0163**

CH \$40.00 3798703

Address Line 1: 515 S. Flower St., 25th Floor
Address Line 2: Paul, Hastings, Janofsky & Walker LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCF/ENTRUST: 73896.00035
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	03/11/2011

Total Attachments: 8

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AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT**, dated as of March 11, 2011 (this "**Amendment**"), is delivered pursuant to **Section 5** of that certain Trademark Security Agreement, dated as of July 28, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), among Grantors from time to time signatory thereto (each referred to hereinafter individually as a "**Grantor**" and collectively, jointly, and severally as "**Grantors**"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company, (formerly known as Wells Fargo Foothill, LLC), in its capacity as United States agent for the Lender Group and the Bank Product Providers, as such terms are defined therein (in such capacity, together with its successors and assigns in such capacity, "**Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

WHEREAS, Grantors and Agent are parties to that certain Trademark Security Agreement recorded with the United States Patent and Trademark Office on July 29, 2009 at Reel 004034, Frame 0190; and

WHEREAS, Grantors and Agent wish to amend the Trademark Security Agreement by amending **Schedule I** to the Trademark Security Agreement to add certain Trademarks to the Trademark Collateral, and have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

1. Each Grantor and Agent hereby agree that **Schedule I** to the Trademark Security Agreement is hereby amended by adding the Trademark Collateral listed on **Schedule I** attached hereto (the "**Additional Trademark Collateral**"), which such Additional Trademark Collateral shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and **Schedule I** attached thereto and shall secure all Secured Obligations.

2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral identified on **Schedule I** to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, to Agent, for the benefit of the Lender Group and the Bank Product Providers, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademark Collateral identified on **Schedule I** attached hereto; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true, correct, and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) on and as of the date hereof, as though made on such date (except to the extent that such representations and warranties relate solely to an earlier date, in which case such representations and warranties shall be true, correct, and complete in all material respects (except that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof) as of such earlier date); and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

3. THE VALIDITY OF THIS AMENDMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

4. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AMENDMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 4.

5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AMENDMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AMENDMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

6. EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES AND THE STATE OF CALIFORNIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AMENDMENT OR ANY OTHER LOAN DOCUMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

7. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Amendment or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic means of transmission shall be deemed an original executed counterpart hereto.

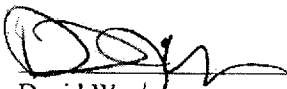
8. This Amendment is a Loan Document.

[signature pages follow]

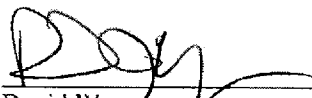
IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

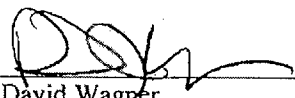
ENTRUST HOLDINGS, INC.,
a Delaware corporation

By: 
Name: David Wagner
Title: Chief Financial Officer

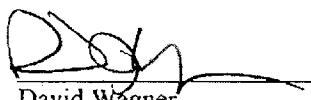
ENTRUST, INC.,
a Maryland corporation

By: 
Name: David Wagner
Title: Chief Financial Officer

ENTRUST LIMITED,
a corporation amalgamated under the laws of the
Province of Ontario

By: 
Name: David Wagner
Title: Chief Financial Officer

ENTRUST INTERNATIONAL LLC,
a Delaware limited liability company

By: 
Name: David Wagner
Title: Treasurer

CYGNACOM SOLUTIONS INC.,
a Virginia corporation

By: _____
Name: Santosh Chokani
Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

ENTRUST HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: David Wagner
Title: Chief Financial Officer

ENTRUST, INC.,
a Maryland corporation

By: _____
Name: David Wagner
Title: Chief Financial Officer

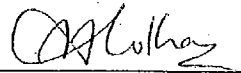
ENTRUST LIMITED,
a corporation amalgamated under the laws of the
Province of Ontario

By: _____
Name: David Wagner
Title: Chief Financial Officer

ENTRUST INTERNATIONAL LLC,
a Delaware limited liability company

By: _____
Name: David Wagner
Title: Treasurer

CYGNACOM SOLUTIONS INC.,
a Virginia corporation

By:  _____
Name: Santosh Chokhani
Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

ORION SECURITY SOLUTIONS, INC.,
a Virginia corporation

By: Miles Smid
Name: Miles Smid
Title: Treasurer

ENCOMMERCE, INC.,
a California corporation

By: _____
Name: James Kendry
Title: Chief Financial Officer

BUSINESS SIGNATURES CORPORATION,
a Delaware corporation

By: _____
Name: James Kendry
Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

GRANTORS:

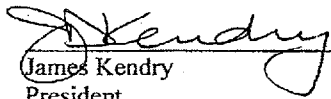
ORION SECURITY SOLUTIONS, INC.,
a Virginia corporation

By: _____
Name: Miles Smid
Title: Treasurer

ENCOMMERCE, INC.,
a California corporation

By: 
Name: James Kendry
Title: Chief Financial Officer

BUSINESS SIGNATURES CORPORATION,
a Delaware corporation

By: 
Name: James Kendry
Title: President

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

U.S. AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: 
Name: Jee Hoon Park
Title: Director

[SIGNATURE PAGE TO AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004497 FRAME: 0171

SCHEDULE I

United States Trademark Registrations/Applications

MATTER # / MARK (drawing sent to USPTO)	CURRENT OWNER	SERIAL NO.	REGIS. NO.	REGIS. DATE
ENTRUST	Entrust, Inc.	77803270	3798703	06/08/2010