

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trustwave Holdings, Inc.		02/23/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
Internal Address:	HG 150
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2569323	INTELLITACTICS
Registration Number:	3173826	MODSECURITY
Registration Number:	2714702	V
Registration Number:	2745074	V VERICEPT
Registration Number:	3287910	TRUSTEDSENTRY
Registration Number:	3317747	TRUSTEDAPP
Registration Number:	3353148	VERICEPT
Registration Number:	3361482	TRANSFORMING COMPLIANCE THROUGH AUTOMATION
Registration Number:	3384194	CONTROLPATH
Registration Number:	3384193	CONTROLPATH
Registration Number:	3384192	
Registration Number:	3442468	TRUSTEDCOMMERCE
Registration Number:	2877066	AMBIRON

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Registration Number:	3493821	BIT ARMOR
Registration Number:	3511143	
Registration Number:	3541843	WEBDEFEND
Registration Number:	3592989	BREACHVIEW
Registration Number:	3659535	SMART TAG
Registration Number:	3024238	TRUSTWAVE
Registration Number:	3805569	SPIDERLABS
Registration Number:	3872102	BREACH
Registration Number:	3872101	BREACH
Registration Number:	3924293	BREACH SECURITY
Registration Number:	3940583	SECURITY BEGINS WITH TRUST
Registration Number:	3940883	TRUSTKEEPER
Registration Number:	3960007	BREACH SECURITY
Registration Number:	4020951	BITARMOR
Registration Number:	4020950	BITARMOR
Serial Number:	77185576	BITARMOR SECURITY SUITE
Serial Number:	77744040	THE ELEMENTS OF COMPLIANCE AND DATA SECURITY
Serial Number:	85029896	T
Serial Number:	85143266	TRUSTWAVE DATACONTROL
Serial Number:	85370304	MYIDENTITY

CORRESPONDENCE DATA

Fax Number: (302)636-5454
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	130429
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/15/2012

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 23, 2012, by and between SILICON VALLEY BANK ("Bank") and TRUSTWAVE HOLDINGS, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor, Trustwave Government Solutions, Inc. and TW Breach Security, Inc. (Grantor, Trustwave Government Solutions, Inc. and TW Breach Security, Inc. are, individually and collectively, "Borrower"; and such advances of money and extensions of certain financial accommodation to Borrower are the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Borrower and Bank dated November 30, 2011 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, 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 Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan 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:

1. 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 Exhibit A attached hereto (collectively, the "Copyrights");

2. 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;

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

4. 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");

5. 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");

6. 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");

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

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.

Address of Grantor:

70 West Madison, Suite 1050
Chicago, Illinois 60602

Attn: Mr. Mark Iserloth and Justin C. Choi,
Esquire

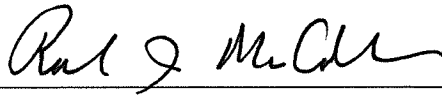
Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Mr. Jesse Meyer

GRANTOR:

TRUSTWAVE HOLDINGS, INC.

By: 

Title: CEO

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

Address of Grantor:

TRUSTWAVE HOLDINGS, INC.

70 West Madison, Suite 1050
Chicago, Illinois 60602

By: _____

Title: _____

Attn: Mr. Mark Iserloth and Justin C. Choi,
Esquire

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: Jesse Meyer

Title: Relationship Manager

Attn: Mr. Jesse Meyer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Patent Name	Patent Application	Patent Number
Methods for Cryptographic Delegation and Enforcement of Dynamic Assess to Stored Data	11/668,462	
Methods and Systems for Efficient Forward-Secure Network Transmissions	11/626,364	
Methods for Accelerating Security and Management Operations on Data Segments	11/441,613	
Methods for Constructing Computationally Efficient Advanced Encryption Standard Implementations	11/441,473	
Methods for Detecting and Preventing Exploitation of Remnant Data in Memory	12/408,672	
Data Quality Assurance	09/365,185	6,804,778
Detecting Corrupted Data Before Transmission to a Client	10/807,514	7,552,196
Method and Apparatus for Detection of Information Transmission Abnormalities	12/270,635	
Method and Apparatus for Excessive Access Rate Detection	12/697,049	
Method and Apparatus for Phishing and Leeching Vulnerability Detection	12/722,778	
Method and System for Providing Remote Protection of Web Servers	12/700,468	
System and Method for Detecting Security Defects in Applications	12/234,303	
System and Method of Preventing Web Application Threats	11/532,058	
System and Method of Securing Networks Against Application Threats	11/458,965	
System and Method of Securing Web Applications Across an Enterprise	11/532,060	7,934,253
System to Enable Detecting Attacks within Encrypted Traffic	11/325,234	7,895,652
Transparent Proxy Server	10/422,607	
Method for Assessing Risk in a Business	11/764,000	7,788,150
Method for Logic Tree Traversal	11/678,240	
Method and System for Real Time Detection of Threats in High Volume Data Streams	11/633,626	7,961,633
Self Learning Event Parser	11/633,627	7,577,633
Detection of Wireless Devices	11/329,786	7570625
Deterring Network Incursion	10/676,637	7469418
Identification of Reconnaissance Activity	10676709	
Logical/Physical Address State Lifecycle Management	10676505	
Peer Connected Device for Protecting Access to Local Area Networks	10/277,762	7448076
Rapidly Propagating Threat Detection	11/184,941	7873998
Security Apparatus and Method for Local Area Networks	10/277,765	7124197
Security Apparatus and Method for Local Area Networks	11/443,653	7499999
System and Method for Managing Network Communications	10749718	

Tracking Communication for Determining Device States	10/676,541	7506360
Zero Hop Algorithm for Network Threat Identification and Mitigation	10/836,871	7596808
Adaptive Intrusion Detection System	10/443,568	
Apparatus and Method for Network Vulnerability Detection and Compliance Assessment	10401040	
Methods and Systems for Assessing and Advising on Electronic Compliance	10400924	
Methods and Systems for Scanning and Monitoring Content on a Network	10976181	
System and Method for Detecting and Mitigating the Writing of Sensitive Data to Memory	12081247	
Apparatus and Method for Linguistic Scoring	10/748,677	7613766
Apparatus and Method for Linguistic Scoring	12233323	
Employee Internet Management Device	09759089	7315891
Employee Internet Management Device	11951848	7577739
Method, Apparatus, and System for Clustering and Classification	10983258	7574409
Method, Apparatus, and System for Clustering and Classification	12/482,183	8010466
Method and Apparatus for Predictive and Actual Intrusion Detection on a Network	10838863	
Source Level Optimization of Regular Expression	11/297,865	7779049
System and Method for Network User Resolution	10965276	

EXHIBIT C

Trademarks

Trademark Name	Serial Number	Registration Number
Intellitactics	76077541	2569323
ModSecurity	78774024	3173826
Vericept Logo	78088782	2714702
Vericept (Plus Design)	78088785	2745074
TrustedSentry	78785011	3287910
TrustedApp	78881164	3317747
Vericept	78084996	3353148
Transforming Compliance Through Automation	77106578	3361428
ControlPath	77106583	3384194
ControlPath (Plus Design)	77106570	3384193
ControlPath Logo	77106566	3384192
TrustedCommerce	78736824	3442468
Ambiron	78188238	2877066
Bit Armor	78415467	3493821
Bit Armor Logo	77311682	3511143
WebDefend	78668939	3541843
BreachView	78551009	3592989
Smart Tag	77311696	3659535
Trustwave	78004575	3024238
SpiderLabs	77724640	3805569
Breach	77819837	3872102
Breach	77819824	3872101
Breach Security	77819846	3924293
Security Begins with Trust	85099170	3940583
TrustKeeper	85110211	3940883
Breach Security	77819849	3960007
Bit Armor (Plus Design)	77185577	4020951
BitArmor	77185575	4020950
BitArmor Security Suite	77185576	
The Elements of Compliance and Data Security	77744040	
"T" Logo	85029896	
Trustwave DataControl	85143266	
MyIdentity	85370304	

EXHIBIT D

Mask Works

None.