

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kiptronic Inc.		05/21/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Limelight Networks, Inc.		
Street Address:	2220 W 14th St		
City:	Tempe		
State/Country:	ARIZONA		
Postal Code:	85281		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3334471	KIPTRONIC	
Registration Number:	3248734	PODCAST MARKETPLACE	
CORRESPONDENCE DATA			
Fax Number:	(605)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6504939300		
Email:	kuyeda@wsgr.com		
Correspondent Name:	Keith Uyeda		
Address Line 1:	650 Page Mill Rd		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
NAME OF SUBMITTER:	Keith Uyeda		
Signature:	/keithuyeda/		
Date:	06/04/2009		
Total Attachments: 7			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of May 20, 2009, by Kiptronic Inc., a Delaware corporation ("Assignor"), is in favor of Limelight Networks, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of May 20, 2009 (the "Purchase Agreement"), by and among Assignor, Assignee, Blueprint Ventures Emerging Communications Fund I, L.P., Blueprint Ventures Emerging Communications Fund I-Q, L.P., Blueprint Ventures Strategic Affiliates Fund I, L.P. and Blueprint Ventures II, L.P., Prism Venture Partners V-A, L.P. and Prism Venture Partners V, L.P, with respect to certain assets owned by Assignor, Assignor has agreed, among other things, to sell, assign, transfer, convey and deliver all of its right, title and interest in and to certain registered trademarks to Assignee.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment of Intellectual Property. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in and to all of the trademarks set forth in Attachment I hereto (the "Assigned IP"), including without limitation all registrations, renewals and extensions thereof, as well as any corresponding rights in said trademarks, whether registered or unregistered, which may exist or be created under the laws of any jurisdiction throughout the world, and (i) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (ii) the right to sue for past, present and future infringements thereof, and (iii) the goodwill associated therewith.

2. Assistance and Cooperation. Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment and to perfect record title to the Assigned IP in all countries.

3. Perfection and Recordation. Assignee shall prepare all paperwork that is necessary to perfect and record the assignments of the Assigned IP in the various jurisdictions and shall be responsible for all expenses, including recordation expenses, associated therewith.

4. Conflicts. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Assignee or Assignor set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement. Assignor has not executed, and will not execute, any agreement in conflict herewith.

5. Entire Agreement. This Assignment and the Purchase Agreement contain the entire agreement of the parties with respect to the subject matter of this Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. This Assignment may only be modified in a written instrument executed by the parties.

6. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

7. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of executed counterparts transmitted by telecopy, telefax, email, or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 7, provided that receipt of copies of such counterparts is confirmed.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor makes this assignment to Assignee and has caused this Trademark Assignment to be executed as of the date above first written above.

ASSIGNOR:

KIPTRONIC INC.

By: *B. Schachter*
Name: Bart Schachter
Title: Chairman

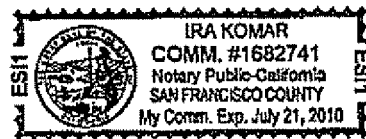
STATE OF CALIFORNIA)
COUNTY OF San Francisco

On 05.21.2009, before me, Ira Komar,
NOTARY PUBLIC, personally appeared Bart A Schachter, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Ira Komar*



(Seal)

SIGNATURE PAGE TO
TRADEMARK ASSIGNMENT

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IN WITNESS WHEREOF, Assignee accepts the assignment from Assignor and has caused this Trademark Assignment to be executed as of the date above first written above.

ASSIGNEE:

LIMELIGHT NETWORKS, INC.

By: 

Name: STEPHEN W. DUNFORD

Title: CEO

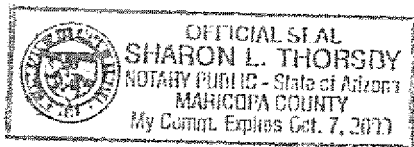
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Jeff Lunsford personally known to me to be the CEO of Limelight Networks, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 20th day of May, 2009.

Sharon L. Thorsby
Notary Public

My commission expires: October 7, 2011



ATTACHMENT I

LIST OF TRADEMARKS

<i>Mark</i>	<i>Serial No.</i>	<i>App. Date</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
Kiptronic	78/634,895	5/23/2005	3,334,471	11/13/2007
Podcast Marketplace	78/841,139	3/20/2006	3,248,734 – Supp. Register	5/29/2007