

**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
Lancope, Inc.			11/18/2009
			CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:		Silicon Valley Bank	
Street Address:		3353 Peachtree Road, NE	
Internal Address:		North Tower, Suite M-10	
City:		Atlanta	
State/Country:		GEORGIA	
Postal Code:		30326	
Entity Type:		Bank: CALIFORNIA	
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2853777	LANCOPE	
Registration Number:	3456044	STEALTHWATCH	
Serial Number:	76315733	STEALTHWATCH	
CORRESPONDENCE DATA			
Fax Number:		(703)415-1557	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		703-415-1555	
Email:		mail@specializedpatent.com	
Correspondent Name:		Christopher E. Kondracki	
Address Line 1:		1501 Wilson Boulevard	
Address Line 2:		Suite 510	
Address Line 4:		Arlington, VIRGINIA 22209	
ATTORNEY DOCKET NUMBER:		9110802	
NAME OF SUBMITTER:		/Christopher E. Kondracki	

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**TRADEMARK**  
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Signature:	/Christopher E. Kondracki/
Date:	11/23/2009
Total Attachments: 10 source=Lancopex#page1.tif source=Lancopex#page2.tif source=Lancopex#page3.tif source=Lancopex#page4.tif source=Lancopex#page5.tif source=Lancopex#page6.tif source=Lancopex#page7.tif source=Lancopex#page8.tif source=Lancopex#page9.tif source=Lancopex#page10.tif	

## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "**IP Agreement**") is entered into as of the Effective Date by and between SILICON VALLEY BANK ("**Bank**") and LANCOPE, INC. ("**Grantor**") is entered into as of November 18, 2009.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 Grantor, 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. This IP Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, by and between Grantor and Bank, dated as of April 21, 2008 (as amended).

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;

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 IP Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

LANCOPE, INC.

Lancope, Inc.  
3650 Brookside Parkway, Suite 400  
Alpharetta, Georgia 30022  
Attn: Chief Financial Officer  
Fax: 770-225-6540  
Email: DCOCCHIARA@LANCOPE.COM

By:   
Name: DAVID COCCHIARA  
Title: CFD

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank  
3353 Peachtree Road, NE  
North Tower, Suite M-10  
Atlanta, Georgia 30326  
Attn: Mr. Tony Barkett  
Fax 404.467.4467  
Email: tbarkett@svb.com

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK

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IN WITNESS WHEREOF, the parties have caused this IP Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

LANCOPE, INC.

Lancope, Inc.  
3650 Brookside Parkway, Suite 400  
Alpharetta, Georgia 30022  
Attn: Chief Financial Officer  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

Address of Bank:

SILICON VALLEY BANK

Silicon Valley Bank  
3353 Peachtree Road, NE  
North Tower, Suite M-10  
Atlanta, Georgia 30326  
Attn: Mr. Tony Barkett  
Fax 404.467.4467  
Email: tbarkett@svb.com


By:   
Name: Anthony Barkett  
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Flow-Based Detection of Network Intrusions	10/000,396 Utility	Filed: 11/30/2001 Patent Issued: 7,185,368 on February 27, 2007
Network Port Profiling	10/062,621 Utility	Filed: 1/31/2002 Patent Issued: 7,290,283 on October 30, 2007
Network Service Zone Locking (CIP)	10/106,298 Util.	Filed: 3/25/2002 Allowed
Packet Sampling Flow-Based Detection Of Network Intrusions (sFLOW)	10/908,809	Filed: 5/26/2005 Patent Issued: 7,512,980 on March 31, 2009
(CONTINUATION) Flow-Based Detection of Network Intrusions	11/624,441 Publication No. US2007-0180526	Date: 8/2/2007 Patent Issued: 7,475,426 on January 6, 2009
(CONTINUATION) Network Port Profiling	11/844,568 Publication No. US2007-0289017	Date: 12/13/2007 Pending



International Patents:

<i>Country</i>	<i>Application Number</i>	<i>Title</i>	<i>Status</i>
Australia	2002230541	<b>Flow-Based Detection of Network Intrusions</b>	<b>Granted</b>
Australia	2002242043	<b>Network Port Profiling</b>	<b>Granted</b>
Australia	2002254385	<b>Network Service Zone Locking</b>	<b>Granted</b>
Canada	2,430,571	<b>Flow-Based Detection of Network Intrusions</b>	<b>Pending</b>
Canada	2,436,710	<b>Network Port Profiling</b>	<b>Pending</b>
Canada	2,470,294	<b>Network Service Zone Locking</b>	<b>Pending</b>
EP	01990779.9/ 1338130	<b>Flow-Based Detection of Network Intrusions</b>	Patents Issued in Belgium, France, Germany, Ireland,
Belgium (EP1338130)			
France (EP1338130)			
Germany (EP1338130)			
Ireland (EP1338130)			
Luxembourg (EP1338130)			
Monaco (EP1338130)			
Switzerland/ Liechtenstein (EP1338130)			
United Kingdom (EP1338130)			

<i>Country</i>	<i>Application Number</i>	<i>Title</i>	<i>Status</i>
EP	02707647.0	<b>Network Port Profiling</b>	<b>Pending</b>
EP	02723615.7	<b>Network Service Zone Locking</b>	<b>Pending</b>

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LANCOPE  IC 009 Computer hardware and software and user 's manuals packaged as a unit therewith for network security and monitoring network traffic and access.	<b>TRADEMARK 78/26,124</b>	Filed: 6/09/2003 Registered: 2,853,777 on June 15, 2004
STEALTHWATCH  IC 009 Computer hardware and software and user 's manuals packaged as a unit therewith for network security and monitoring network traffic and access.	<b>TRADEMARK 76/315,733</b>	Filed: 9/21/2003 Registered: 3,456,044 on July 1, 2008
CONCERN INDEX	<b>TRADEMARK</b>	
STEALTHWATCH	<b>TRADEMARK OPPOSITION (Stoller) Opp. # 91155201</b>	9/21/2001 Application No. 76/315,733 opposed by Leo Stoller, Central Mfg. Co. before the USPTO Trademark Trial and Appeal Board (TTAB).  Opposition Terminated - 5/28/2008

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		

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