

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
PROCERA NETWORKS, INC.		12/10/2009	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 HANOVER STREET		
City:	PALO ALTO		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3069311	OPTIMIP	
Registration Number:	2933586	QOS EVERYWHERE	
Registration Number:	2931196	PROCERA NETWORKS	
Registration Number:	2886998	PROCERA	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3038		
Email:	michael.brignati@troutmansanders.com		
Correspondent Name:	MICHAEL J. BRIGNATI, PH.D.		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET, N.E.		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001087		
NAME OF SUBMITTER:	Michael J. Brignati, Ph.D.		

OP \$115.00 3069311

TRADEMARK

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REEL: 004119 FRAME: 0749

Signature:	/Michael J. Brignati 60,890/
Date:	12/23/2009
Total Attachments: 8 source=SVB-Procera_Executed_IP_Security_Agreement#page1.tif source=SVB-Procera_Executed_IP_Security_Agreement#page2.tif source=SVB-Procera_Executed_IP_Security_Agreement#page3.tif source=SVB-Procera_Executed_IP_Security_Agreement#page4.tif source=SVB-Procera_Executed_IP_Security_Agreement#page5.tif source=SVB-Procera_Executed_IP_Security_Agreement#page6.tif source=SVB-Procera_Executed_IP_Security_Agreement#page7.tif source=SVB-Procera_Executed_IP_Security_Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the Effective Date by and between SILICON VALLEY BANK (“Bank”) and PROCERA NETWORKS, INC. (“Grantor”).

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 Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (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.

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:

(a) 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”);

(b) 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;

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

(d) 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**”);

(e) 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**”);

(f) 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**”);

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

GRANTOR:

Address of Grantor:

PROCERA NETWORKS, INC.

100 Cooper Court
Los Gatos, California 95032
Attn: Charles Constanti

By: 
Name: CHARLES CONSTANTI
Title: VP! CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, California 94303
Attn: Megan Willard

By: _____
Name:
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:

PROCERA NETWORKS, INC.

100 Cooper Court
Los Gatos, California 95032
Attn: Charles Constanti

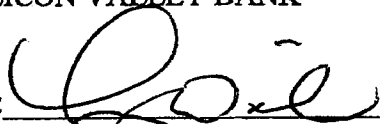
By: _____
Name:
Title:

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, California 94303
Attn: Megan Willard

By:  _____
Name: MEGAN WILLARD
Title: VP

SCHEDULE A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE	N/A	N/A

SCHEDULE B

Patents

<u>Title</u>	<u>Patent/Patent Application Number (Publication Number)</u>	<u>Issue/Filing Date</u>
MANAGING NETWORK TRAFFIC FOR NETWORK- ATTACHED STORAGE (ABANDONED)	10/769,548	01/30/2004
MANAGING AND CONTROLLING USER APPLICATIONS WITH NETWORK SWITCHES (ABANDONED)	10/650,457	08/27/2003
NETWORK RIGHTS MANAGEMENT (ALLOWED)	10/650,456	08/27/2003
SWITCH FOR LOCAL AREA NETWORK (ABANDONED)	10/445,293	05/22/2003

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>
OPTIMIP (Registered)	3,069,311	03/14/2006
QOS EVERYWHERE (Registered)	2,933,586	03/15/2005
PROCERA NETWORKS (Registered)	2,931,196	03/08/2005
PROCERA (Registered)	2,886,998	09/21/2004

SCHEDULE D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration / Application Date</u>	<u>Security Interest/ Ownership Issues</u>
NONE	N/A	N/A	N/A