

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
Fiberlink Communications Corporation		06/08/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silicon Valley Bank
Street Address:	One Newton Executive Park
Internal Address:	2221 Washington Street, Suite 200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02462
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3047158	DNA PLATFORM
Registration Number:	3486565	SIMPLE. SECURE. MOBILITY.
Registration Number:	3525636	E360
Registration Number:	3313400	EXTEND360
Registration Number:	3298689	ACTIVE TRANSPORT NOTIFICATION
Registration Number:	3128614	FIBERLINK
Registration Number:	2917193	FIBERLINK
Registration Number:	3723290	MAAS360
Registration Number:	3712960	MAAS360
Registration Number:	3669881	MOBILE NAC
Registration Number:	2948650	VPENTERPRISE
Registration Number:	2077100	FIBERLINK
Serial Number:	77768379	MAAS360

CH \$565.00 3047158

Serial Number:	77696895	MOBILE360
Serial Number:	77696888	CONTROL360
Serial Number:	77696829	VISIBILITY360
Serial Number:	77664395	FAR360
Serial Number:	77543631	SKYTOP
Serial Number:	77129276	EXTENDACCESS
Serial Number:	77129375	THE EXTENDIDENTITY INTEGRATION MODULE
Serial Number:	77129311	EXTENDIDENTITY
Registration Number:	3213854	FIBERLINK GLOBAL REMOTE

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
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:	684629
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	02/23/2011

Total Attachments: 9
source=2-23-11 Fiberlink Communications-TM#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Fiberlink Communications Corporation

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 8, 2010

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Silicon Valley Bank

Internal Address: Suite 200

Street Address: One Newton Executive Park

City: Newton

State: MA

Country: USA Zip: 02462

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship CA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule C

B. Trademark Registration No.(s)

See Schedule C

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Corporation Service Company

Internal Address: Suite 210

Street Address: 1180 Avenue of the Americas

City: New York

State: NY Zip: 10036

Phone Number: 212-299-5600

Fax Number: 212-299-5656

Email Address: _____ ORDER# _____

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

[Signature]
 Signature

2/23/11
 Date

Laura Cadogan
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2010 by and between **SILICON VALLEY BANK** (“**Bank**”) and **FIBERLINK COMMUNICATIONS CORPORATION** (“**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 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.

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 as a sealed instrument under the laws of the Commonwealth of Massachusetts, by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:


FIBERLINK COMMUNICATIONS
CORPORATION

1787 Sentry Parkway West
Building 18, Suite 200
Blue Bell, Pennsylvania 19422

Attn: [_____]

Fax: [_____]

E-mail: [_____]

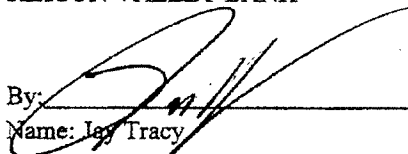
By: 
Name: MARK PARTIN
Title: CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

One Newton Executive Park, Suite 200
2221 Washington Street
Newton, Massachusetts 02462
Attn: Mr. Jay Tracy
Fax: (617) 969-4395
E-mail: jtracy@svb.com

By: 
Name: Jay Tracy
Title: Relationship Manager

[Signature Page to Intellectual Property Security Agreement – Fiberlink Communications Corporation]

TRADEMARK
REEL: 004484 FRAME: 0401

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Fiberlink proxy SDK.	TX0006521371	2/2/2007
Fiberlink extend 360.	TX0005906892	2/2/2004

EXHIBIT B

Patents

<u>Country</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
US	Wireless access system, method, signal, and computer program product	7,712,128	May 4, 2010
US	Universal Connections Data Collection	61/221,375	6/29/2009
US	Computing Device Conditional Access Control System	61/221,609	6/30/2009
US	System and Method for Security Agent Monitoring and Protection	11/962,235	6/25/2009
US	System and Method for Security Agent Monitoring and Protection	PCT/US08/01 3914	12/19/2008
EP	Wireless Access System, Method, Signal, and Computer Program	02756620.7	7/24/2002
US	Methods and Apparatus for Establishing a Dynamic Virtual Private Network Connection	12/274,623	11/20/2008
WO	Methods and Apparatus for Establishing a Dynamic Virtual Private Network Connection	PCT/US09/06 5250	11/20/2009
US	Client-Side Network Access Policies and Management Applications	10/490,103	7/19/2004
EP	Client-Side Network Access Policies and Management Applications	02763778.4	9/30/2002
JP	Client-Side Network Access Policies and Management Applications	2003-531345 4237055	9/30/2002 12/26/2008
JP	Client-Side Network Access Policies and Management Applications	2008-156746	9/30/2002 1/08/2009
US	Methods and Systems for Intelligently Controlling Access to Computing Resources	11/451689	6/13/2006
EP	Methods and Systems for Intelligently Controlling Access to Computing Resources	06847879.1	12/20/2006 7/05/2008
HK	Methods and Systems for Intelligently Controlling Access to Computing Resources	08112156.7	
US	Method and Systems for Intelligently Controlling Access to Computing Resources	11/451950	6/13/2006
US	Dynamic Network Connection Based on Compliance	11/221567	9/08/2005
EP	Dynamic Network Connection Based on Compliance	06790143.9	9/07/2006

JP	Dynamic Network Connection Based on Compliance	2008-530121	5/21/2008 9/07/2006 2/26/2009
US	API Translation for Network Access Control (NAC) Agent	11/955,992	12/13/2007
US	API Translation for Network Access Control (NAC) Agent	11/955,995	12/13/2007
US	System and Method for Business Object Modeling	12/102,403	04/14/2008
US	Automated Test Management System and Method	12/134,099	06/05/2008
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	10/918,361	8/16/2004
EP	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	04780968.6	8/16/2004 5/10/2006
JP	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	2006-523381	8/16/2004 2/15/2007
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	10/918,363	8/16/2004
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	7,395,341	7/1/2008
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	12/105,674	4/18/2008
US	Methods and Apparatus for Creating an Audit Trail	12/356,487	1/20/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DNA PLATFORM	3047158	1/17/2006
SIMPLE. SECURE. MOBILITY.	3486565	8/12/2006
E360	3525636	10/28/2008
EXTEND360	3313400	10/16/2007
ACTIVE TRANSPORT NOTIFICATION	3298689	9/25/2007
FIBERLINK	3128614	8/15/2006
FIBERLINK	2917193	1/11/2005
FIBERLINK GLOBAL REMOTE	3213854	2/27/2007
MAAS360	77768379	6/25/2009
MOBILE360	77696895	3/23/2009
CONTROL360	77696888	6/2/2009
VISIBILITY360	77696829	6/2/2009
FAR360	77664395	6/2/2009
SKYTOP	77543631	5/12/2009
MAAS360	3723290	12/8/2009
MAAS360	3712960	11/17/2009
EXTENDACCESS	77129276	3/13/2007
THE EXTENDIDENTITY INTEGRATION MODULE	77129375	3/13/2007
EXTENDIDENTITY	77129311	3/13/2007
MOBILE NAC	3669881	8/18/2009
VPENTERPRISE	2948650	5/10/2005
FIBERLINK	2077100	7/8/1997

EXHIBIT D

Mask Works

None

1203702.1