# OP \$190.00 85143441

#### 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
Packet Design, Inc.		09/29/2011	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

#### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark	
Serial Number:	85143441	TE EXPLORER	
Serial Number:	85143451	VPN TRAFFIC EXPLORER	
Serial Number:	85143455	MPLS WAN EXPLORER	
Serial Number:	85143460	VPN EXPLORER	
Registration Number:	3208353	TRAFFIC EXPLORER	
Registration Number:	3208288	ROUTE EXPLORER	
Registration Number:	2885008	PACKET DESIGN	

## **CORRESPONDENCE DATA**

Fax Number: (734)930-2494 Phone: 734-761-3780

Email: asujek@bodmanlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

TRADEMARK REEL: 004637 FRAME: 0064

Address Line 1: 201 South Division Address Line 4: Ann Arbor, Miles	sion, Ste. 400 CHIGAN 48104
NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	10/06/2011
Total Attachments: 4 source=Packet Design IPSA#page1.tif source=Packet Design IPSA#page2.tif source=Packet Design IPSA#page3.tif source=Packet Design IPSA#page4.tif	

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 29, 2011 by and between COMERICA BANK ("Bank") and PACKET DESIGN, INC., a Delaware corporation ("Grantor").

## RECITALS

- A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 August 19, 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.
- B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.
- C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of Page Intentionally Left Blank]

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:

With a copy to:

Comerica Bank

San Jose, CA 95110 Attn: Alan Jepsen

226 Airport Parkway, Suite 100

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## EXHIBIT B

# Patents

Title	App. No.	Filing Date	Reg. No.	Date Granted
System and method for identifying cost metrics for a network	11/906424	10/1/07	7,688,740	3/30/10
System and method for securing route processors against attack	10/317917	12/12/02	7,539,191	5/26/09
Method and apparatus for allocating traffic among routers on a computer network	10/298938	11/18/02	7,334,045	2/19/08
System and method for identifying cost metrics for a network	10/374882	2/26/03	7,277,393	10/2/07
System and method for identifying addresses to modify and the effects thereof	10/298918	11/18/02	7,197,573	3/27/07
System and method for secure communication of routing messages	10/317582	12/12/02	7,120,792	10/10/06

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# EXHIBIT C

# Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
TE EXPLORER	85/143441	10/1/10	n/a	n/a
VPN TRAFFIC EXPLORER	85/143451	10/1/10	n/a	n/a
MPLS WAN EXPLORER	85/143455	10/1/10	n/a	n/a
VPN EXPLORER	85/143460	10/1/10	n/a	n/a
TRAFFIC EXPLORER	78/850208	3/30/06	3,208,353	2/13/07
ROUTE EXPLORER	78/845867	3/24/06	3,208,288	2/13/07
PACKET DESIGN	78/032207	10/24/00	2,885,008	9/14/04

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