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
CPACKET NETWORKS INC.		06/05/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	2400 HANOVER
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3396162	CPACKET
Registration Number:	3396161	CPACKET
Registration Number:	3478106	CPACKET NETWORKS
Registration Number:	3482273	CPACKET NETWORKS
Registration Number:	3403253	CPACKET NETWORKS
Registration Number:	3396155	CPACKET NETWORKS

CORRESPONDENCE DATA

Fax Number: 4049626729

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

Email: jihan.jenkins@troutmansanders.com
Correspondent Name: JIHAN A.R. JENKINS
Address Line 1:   TROUTMAN SANDERS LLP
Address Line 2:   600 PEACHTREE STREET NE
Address Line 4:   ATLANTA, GEORGIA   30308-2216

CH $165.00 3396162

ATTORNEY DOCKET NUMBER:	220763.001338
NAME OF SUBMITTER:	Jihan A.R. Jenkins
Signature:	/Jihan A.R. Jenkins, Reg. #64415/
Date:	06/08/2012

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 5, 2012 by and between SILICON VALLEY BANK ("Bank") and CPACKET 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 of even date herewith (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

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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.
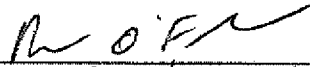
GRANTOR:

Address of Grantor:

CPACKET NETWORKS INC.

2061 Landings Drive
Mountain View, California 94043

By: _____
Name: Brendan O'Flaherty
Title: Vice President

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

2400 Hanover Street
Palo Alto, California 94304
Attn: Reisa Babic

By: _____
Name: Reisa Babic
Title: VP

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
N/A		

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
APPARATUS AND METHOD FOR FACILITATING NETWORK SECURITY WITH GRANULAR TRAFFIC MODIFICATIONS	8,024,799 (11/483,265) (20070056030)	September 20, 2011
APPARATUS AND METHOD FOR FACILITATING NETWORK SECURITY	7,937,756 (11/208,022)	May 3, 2011
APPARATUS AND METHOD FOR PROVIDING SECURITY AND MONITORING IN A NETWORKING ARCHITECTURE	7,890,991 (11/483,251) (20070056029)	February 15, 2011
APPARATUS AND METHOD FOR SELECTIVE MIRRORING	7,882,554 (11/483,196) (20070056028)	February 1, 2011
NETWORK SECURITY PROTOCOL PROCESSOR AND METHOD THEREOF	7,603,549 (10/364,996)	October 13, 2009
APPARATUS AND METHOD FOR ENHANCING FORWARDING AND CLASSIFICATION OF NETWORK TRAFFIC WITH PRIORITIZED MATCHING AND CATEGORIZATION	12/500,493 (20100008359)	July 9, 2009
APPARATUS AND METHOD FOR ASSOCIATING CATEGORIZATION INFORMATION WITH NETWORK TRAFFIC TO FACILITATE APPLICATION LEVEL PROCESSING	12/500,519 (20100011434)	July 9, 2009
APPARATUS AND METHOD FOR BIASED AND WEIGHTED SAMPLING OF NETWORK TRAFFIC TO FACILITATE NETWORK MONITORING	12/500,527 (20100011101)	July 9, 2009
APPARATUS AND METHOD FOR ENHANCING FORWARDING, CLASSIFICATION, AND MONITORING OF NETWORK TRAFFIC	PCT/US2010/041593	July 9, 2010
APPARATUS AND METHOD FOR SELECTIVE MIRRORING	PCT/US2007/072530	June 29, 2007
APPARATUS AND METHOD FOR PROVIDING SECURITY AND MONITORING IN A NETWORKING ARCHITECTURE	PCT/US2007/072536	June 29, 2007
APPARATUS AND METHOD FOR FACILITATING NETWORK SECURITY WITH GRANULAR	PCT/US2007/072524	June 29, 2007

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TRAFFIC MODIFICATIONS

APPARATUS AND METHOD FOR FACILITATING   PCT/US2006/032257   August 18, 2006
NETWORK SECURITY

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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
CPACKET	3,396,162	March 11, 2008
CPACKET	3,396,161	March 11, 2008
CPACKET NETWORKS	3,478,106	July 29, 2008
CPACKET NETWORKS	3,482,273	August 5, 2008
CPACKET NETWORKS	3,403,253	March 25, 2008
CPACKET NETWORKS	3,396,155	March 11, 2008
CPACKET	CA130878000	August 17, 2009
CPACKET	EC005202809	August 10, 2007

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EXHIBIT D

Mask Works

Description		Registration/ Application Number	Registration/ Application Date
N/A			