

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 |
| KEMP TECHNOLOGIES, INC. | | 12/07/2012 | CORPORATION: DELAWARE |

| | |
|-----------------------------|--------------------------------|
| RECEIVING PARTY DATA | |
| Name: | SQUARE 1 BANK |
| Street Address: | 406 BLACKWELL STREET SUITE 240 |
| City: | DURHAM |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27701 |
| Entity Type: | CORPORATION: NORTH CAROLINA |

| | | |
|----------------------------------|----------|---------------------------------------|
| PROPERTY NUMBERS Total: 4 | | |
| Property Type | Number | Word Mark |
| Serial Number: | 85712445 | KEMP |
| Serial Number: | 85712429 | K |
| Serial Number: | 85712489 | #1 LOAD BALANCER IN PRICE/PERFORMANCE |
| Serial Number: | 85712466 | LOADMASTER |

| | |
|---|------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | 9193541278 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 919-314-3086 |
| Email: | loandocsdept@square1bank.com |
| Correspondent Name: | Square 1 Bank |
| Address Line 1: | 406 Blackwell Street |
| Address Line 2: | Suite 240 |
| Address Line 4: | Durham, NORTH CAROLINA 27701 |

| | |
|--------------------|------------|
| NAME OF SUBMITTER: | Lee Conner |
|--------------------|------------|

CH \$115.00 85712445

| | |
|--|-----------------|
| Signature: | /leeconner-vlf/ |
| Date: | 12/17/2012 |
| Total Attachments: 5 source=Kemp Technologies Inc - Intellectual Property Security Agreement (12-7-2012)#page1.tif source=Kemp Technologies Inc - Intellectual Property Security Agreement (12-7-2012)#page2.tif source=Kemp Technologies Inc - Intellectual Property Security Agreement (12-7-2012)#page3.tif source=Kemp Technologies Inc - Intellectual Property Security Agreement (12-7-2012)#page4.tif source=Kemp Technologies Inc - Intellectual Property Security Agreement (12-7-2012)#page5.tif | |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 7, 2012 by and between SQUARE 1 BANK ("Bank") and KEMP TECHNOLOGIES, 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 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 and Patents 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 now existing or hereafter arising between Grantor and Bank under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Documents, 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 with respect to the Loan Agreement, the other Loan Documents and this Intellectual Property Security Agreement. 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 with respect to the Loan Agreement, the other Loan Documents and this Intellectual Property Security Agreement 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 with respect to the Loan Agreement, the other Loan Documents and this Intellectual Property Security Agreement, 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

Address of Grantor:

~~12 Old Dock Road~~ 415 PARK AVE SOUTH
~~Vaphank, NY 11980~~ New York, NY 10016
Attn: Chief Executive Officer President

GRANTOR:

KEMP TECHNOLOGIES, INC.



By:

Raymond Downes

Title:

President

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

BANK:

SQUARE 1 BANK

By:

Dr BKL

Title:

AVP - Venture Bank

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial/Registration No.</u> | <u>File Date</u> |
|---------------------------------------|--------------------------------|------------------|
| KEMP | 85712445 | 8/24/12 |
| K | 85712429 | 8/24/12 |
| #1 LOAD BALANCER IN PRICE/PERFORMANCE | 85712489 | 8/24/12 |
| LOADMASTER | 85712466 | 8/24/12 |