



12/27/2012



Form PTO-1594 (Rev. 01-09)
SMB Collection 0651-0027 (exp. 02/28)

103653204

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

12/20/12

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):

Riverbed Technology, Inc.
Clarus Systems, Inc.
OPNET Technologies, Inc.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Morgan Stanley & Co. LLC

Internal

Address: 4th Floor

Street Address: 1300 Thames Street, Thames Street Wharf

City: Baltimore

State: Maryland

Country: USA Zip: 21231

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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)

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

Execution Date(s) December 18, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

A. Trademark Application No.(s)

85/597886; 85/480337
(Please see Schedule 1 for additional numbers)

B. Trademark Registration No.(s)

3937893; 4019249
(Please see Schedule 1 for additional numbers)

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: Thomas Fahey

Internal Address: National Corporate Research, Ltd.

Street Address: 1100 G Street, N.W., Suite 420

City: Washington D.C.

State: _____ Zip: 20005

Phone Number: 202-370-4761

Fax Number: 800-494-7512

Email Address: ffahey@nationalcorp.com

6. Total number of applications and registrations involved:

77

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,940.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 00000113 3937893

Authorized User Name: _____

9. Signature:

Rick Harrison
Signature

12/19/12

Date

Rick Harrison

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark Name	App. Number	Filing Date	Registration Number	Registration Date
Riverbed Technology, Inc.	ACCELERATE	85/097127	7/30/2010	3937893	3/29/2011
Riverbed Technology, Inc.	AIRPCAP	85/234841	2/4/2011	4019249	8/30/2011
Riverbed Technology, Inc.	AIRPCAP and Design	78/959153	8/24/2006	3318287	10/23/2007
Riverbed Technology, Inc.	APTIMIZER	85/597886	4/13/2012		
Riverbed Technology, Inc.	BlockStream	85/480337	11/23/2011		
Riverbed Technology, Inc.	CACE PILOT and Design	77/665054	2/6/2009	3698106	10/20/2009
Riverbed Technology, Inc.	CACE TECHNOLOGIES and Design	78/8873585	5/19/2006	3290864	9/11/2007
Riverbed Technology, Inc.	CASCADE	77/667650	2/10/2009	3732636	12/29/2009
Riverbed Technology, Inc.	CASCADE PILOT	85/231131	2/1/2011	4234611	10/30/2012
Riverbed Technology, Inc.	CLOUD STEELHEAD	77/888907	12/8/2009	3945467	4/12/2011
Riverbed Technology, Inc.	GRANITE	85/307801	4/28/2011	4191638	8/14/2012
Riverbed Technology, Inc.	INTERCEPTOR	78/748447	11/7/2005	3509974	9/30/2008
Riverbed Technology, Inc.	MAZU	76/124340	9/11/2000	2714096	5/6/2003
Riverbed Technology, Inc.	PILOT and Design	77/483013	5/23/2008	3823553	7/27/2010
Riverbed Technology, Inc.	RIOS	78/726412	10/4/2005	3412949	4/15/2008
Riverbed Technology, Inc.	RIVERBED	76/699690	9/30/2009	3858623	10/12/2010
Riverbed Technology, Inc.	RIVERBED	78/291340	8/22/2003	2931934	3/8/2005
Riverbed Technology, Inc.	RIVERBED (stylized)	78/726408	10/4/2005	3271696	7/31/2007
Riverbed Technology, Inc.	riverbed (stylized)	77/174606	5/7/2007	3351860	12/11/2007
Riverbed	SHARK	85/230540	1/31/2011	4028253	9/20/2011

Owner	Trademark Name	App Number	Filing Date	Registration Number	Registration Date
Technology, Inc.					
Riverbed Technology, Inc.	SKIPWARE	85/142163	9/30/2010	3970024	5/31/2011
Riverbed Technology, Inc.	STEELHEAD	78/291339	8/22/2003	2981947	8/2/2005
Riverbed Technology, Inc.	STINGRAY	85/464826	11/4/2011	4215420	9/25/2012
Riverbed Technology, Inc.	THINK FAST	77/346906	12/7/2007	3664385	8/4/2009
Riverbed Technology, Inc.	TURBOCAP	85/234852	2/4/2011	4019251	8/30/2011
Riverbed Technology, Inc.	TurboCap and Design	77/665636	2/6/2009	3711426	11/17/2009
Riverbed Technology, Inc.	VIRTUAL STEELHEAD	77/888906	12/8/2009	3895227	12/21/2010
Riverbed Technology, Inc.	WHITEWATER	85/118902	8/30/2010	4010473	8/9/2011
Riverbed Technology, Inc.	WIFIPILOT and Design	77/768724	6/25/2009	3827092	8/3/2010
Riverbed Technology, Inc.	WinPcap	78/586095	3/13/2005	3134314	8/22/2006
Riverbed Technology, Inc.	WIRESHARK	78/925646	7/10/2006	3239666	5/8/2007
Riverbed Technology, Inc.	WIRESHARK and Design	78/928623	7/13/2006	3239778	5/8/2007
Riverbed Technology, Inc.	WWOS	85/707794	8/20/2012		
Riverbed Technology, Inc.	ZXTM	77/578952	9/25/2008	3697849	10/20/2009
Opnet Technologies, Inc.	MIL 3	73792413	4/10/1989	1571692	12/19/1989
Opnet Technologies, Inc.	OPNET	73792471	4/10/1989	1571693	12/19/1989
Opnet Technologies, Inc.	OPNET MODELER	75245601	2/21/1997	2138849	2/24/1998
Opnet Technologies, Inc.	OPNETWORK	75809762	9/28/1999	2381358	8/29/2000
Opnet Technologies, Inc.	OPNET	76008610	3/24/2000	2572789	5/28/2002
Opnet Technologies, Inc.	NETBIZ	75901500	1/24/2000	2632421	10/8/2002

Owner	Trademark Name	App Number	Filing Date	Registration Number	Registration Date
Opnet Technologies, Inc.	WDM GURU	78100879	1/4/2002	2639829	10/22/2002
Opnet Technologies, Inc.	APPDOCTOR	76008609	3/24/2000	2640368	10/22/2002
Opnet Technologies, Inc.	OPNET TECHNOLOGIES, INC.	75911937	2/7/2000	2678598	1/21/2003
Opnet Technologies, Inc.	SPGURU	78028211	9/28/2000	2703216	4/1/2003
Opnet Technologies, Inc.	ITGURU	78028203	9/28/2000	2714573	5/6/2003
Opnet Technologies, Inc.	QUICKPREDICT	78142451	7/9/2002	2793084	12/9/2003
Opnet Technologies, Inc.	VNESERVER	78313382	10/14/2003	2988142	8/23/2005
Opnet Technologies, Inc.	SP SENTINEL	78533221	12/15/2004	3137024	8/29/2006
Opnet Technologies, Inc.	IT SENTINEL	78247557	5/8/2003	3149388	9/26/2008
Opnet Technologies, Inc.	MAKING NETWORKS AND APPLICATIONS PERFORM	78277042	7/21/2003	3288575	9/4/2007
Opnet Technologies, Inc.	OPNET TESTCREATOR	78911561	6/19/2006	3383254	2/12/2008
Opnet Technologies, Inc.	OPNET LOADSCALER	78911624	6/19/2006	3383255	2/12/2008
Opnet Technologies, Inc.	IT'S NOT THE NETWORK	78796273	1/20/2006	3500157	9/9/2008
Opnet Technologies, Inc.	DSAUDITOR	78925678	7/10/2006	3524267	10/28/2008
Opnet Technologies, Inc.	OPNET PANORAMA	78643574	6/3/2005	3644965	6/23/2009
Opnet Technologies, Inc.	NETMAPPER	77464274	5/2/2008	3729279	12/22/2009

Owner	Trademark Name	App. Number	Filing Date	Registration Number	Registration Date
Inc.					
Opnet Technologies, Inc.	OPNET NCOMPASS	77578503	9/25/2008	3732454	12/29/2000
Opnet Technologies, Inc.	ACE LIVE INSIGHTS	77846912	10/12/2009	3982162	6/21/2001
Opnet Technologies, Inc.	APPSQL XPERT	85298927	4/19/2011	4123057	4/3/2012
Opnet Technologies, Inc.	APPRESPONSE XPERT	85298925	4/19/2011	4152800	6/5/2012
Opnet Technologies, Inc.	BTM XPERT	85404740	8/23/2011		
Opnet Technologies, Inc.	CX-TRACER	85534694	2/16/2012		
Opnet Technologies, Inc.	NETONE	85527158	1/27/2012		
Opnet Technologies, Inc.	APPNETWORK PATH	85404742	8/23/2011		
Opnet Technologies, Inc.	NETDOCTOR	85363183	7/5/2011		
Opnet Technologies, Inc.	APPCAPACITY XPERT	85298930	4/19/2011		
Opnet Technologies, Inc.	APPSENSOR XPERT	85404735	8/23/2011		
Opnet Technologies, Inc.	APPINTERNALS XPERT	85298934	4/19/2011		
Opnet Technologies, Inc.	APPTRANSACTION XPERT	85298928	4/19/2011		
Opnet Technologies, Inc.	APP911	85565461	3/9/2012		
Opnet Technologies, Inc.	APPMAPPER XPERT	85404749	8/23/2011		
Clarus Systems, Inc.	UC XPERT	85706224	8/17/2012		

Owner	Trademark Name	App. Number	Filing Date	Registration Number	Registration Date
Clarus Systems, Inc.	UNIFIED COMMUNICATIONS XPERT	85694932	8/3/2012		
Clarus Systems, Inc.	CLARUSIPC	78273712	7/14/2003	2950126	5/10/2005
Clarus Systems, Inc.	CLARUS SYSTEMS	78206772	1/24/2003	2871478	8/10/2004
Clarus Systems, Inc.	CLARUS SYSTEMS	77256281	8/15/2007	3456989	7/1/2008
Clarus Systems, Inc.	EMPOWERING UNIFIED COMMUNICATIONS	77255283	8/14/2007	3456981	7/1/2008

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 18, 2012 ("Trademark Security Agreement"), made by RIVERBED TECHNOLOGY, INC., a Delaware corporation, CLARUS SYSTEMS, INC., a Delaware corporation and OPNET TECHNOLOGIES, INC., a Delaware corporation ("Grantors"), is in favor of MORGAN STANLEY & CO. LLC, a Delaware limited liability company, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of December 18, 2012 (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and MORGAN STANLEY SENIOR FUNDING, INC., as administrative agent (in such capacity, the "Administrative Agent") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Guarantee and Collateral Agreement);

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has created in favor of the Collateral Agent a security interest in the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Agents and the Lenders to enter into the Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the Qualified Counterparties to enter into the Specified Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

- (a) the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any of the foregoing;

provided, that (i) this Trademark Security Agreement shall not constitute a grant of a security interest in any property to the extent that and for as long as such grant of a security interest would be prohibited by the terms of the Guarantee and Collateral Agreement, including in any Excluded Assets; and (ii) the security interest granted hereby (A) shall attach at all times to all proceeds of such property, (B) shall attach to such property immediately and automatically (without need for any further grant or act) at such time as the condition described in clause (i) ceases to exist and (C) to the extent severable, shall, in any event, attach to all rights in respect of such property that are not subject to the applicable condition described in clause (i).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

The term of this Trademark Security Agreement shall be coterminous with the Guarantee and Collateral Agreement.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

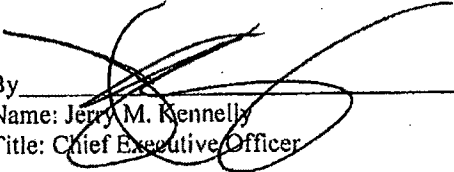
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Trademark Security Agreement signed by all the parties shall be lodged with the Borrower, the Administrative Agent and the Collateral Agent.

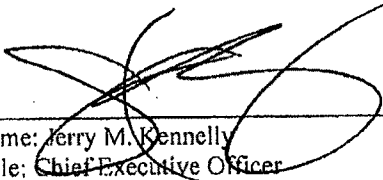
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IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

RIVERBED TECHNOLOGY, INC., as Grantor

By 
Name: Jerry M. Kennelly
Title: Chief Executive Officer

CLARUS SYSTEMS, INC.
OPNET TECHNOLOGIES, INC., as Grantors

By 
Name: Jerry M. Kennelly
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004941 FRAME: 0853

Accepted and Agreed:

MORGAN STANLEY & CO. LLC,
as Collateral Agent

By: 

Name:

Title:

[Signature Page to Trademark Security Agreement]