

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
Vyatta, Inc.		12/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	707 Wilshire Blvd., 17th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3370483	VYATTA	
Serial Number:	85670560	VPLANE	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	4156932440		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	027910-107 BROCADE		
NAME OF SUBMITTER:	C. Rhem		
Signature:	/CR/		

Date:

01/14/2013

Total Attachments: 5

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS, SECURITY INTERESTS AND RIGHTS GRANTED PURSUANT TO THIS AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT SHALL BE AS SET FORTH IN, AND SUBJECT TO THE TERMS AND CONDITIONS OF (AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER OR THEREUNDER SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF), THE INTERCREDITOR AGREEMENT, DATED AS OF JANUARY 20, 2010 (AS AMENDED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR THE CREDIT AGREEMENT SECURED PARTIES, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2018 NOTES COLLATERAL AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2020 NOTES COLLATERAL AGENT, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2018 NOTES AUTHORIZED REPRESENTATIVE AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS 2020 NOTES AUTHORIZED REPRESENTATIVE (ALL AS DEFINED THEREIN), AND EACH ADDITIONAL AUTHORIZED REPRESENTATIVE FROM TIME TO TIME PARTY THERETO AND THE PLEDGORS HEREUNDER FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT AND THE INTERCREDITOR AGREEMENT, THE INTERCREDITOR AGREEMENT SHALL CONTROL.

Trademark Security Agreement

Trademark Security Agreement, dated as of December 20, 2012, by VYATTA, INC., a Delaware corporation (the "Pledgor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Security Agreements (as defined below) (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the Indenture (the "2018 Indenture") dated as of January 20, 2010, among Brocade Communications Systems, Inc. (the "Company"), the other Pledgors and Wells Fargo Bank, National Association, as trustee, the Company has issued 6.625 % Senior Secured Notes due 2018 (the "2018 Notes") to the holders thereof;

WHEREAS, pursuant to the Indenture (the "2020 Indenture") dated as of January 20, 2010, among the Company, the other Pledgors and Wells Fargo Bank, National Association, as trustee, the Company has issued 6.875% Senior Secured Notes due 2020 (the "2020 Notes") to the holders thereof;

WHEREAS, on the date hereof the Pledgor is joining the Security Agreement applicable to the 2018 Notes dated January 20, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2018 Security Agreement") in favor of the Collateral

Agent under the 2018 Indenture pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

WHEREAS, on the date hereof the Pledgor is joining the Security Agreement applicable to the 2020 Notes dated January 20, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "2020 Security Agreement" and, together with the 2018 Security Agreement, the "Security Agreements") in favor of the collateral agent under the 2020 Indenture pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreements and Pledgor hereby acknowledges and affirms 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 Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreements, the provisions of the Security Agreements shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (as defined in each of the Security Agreements) (other than contingent indemnification obligations not yet due and payable) and termination of the Security Agreements, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Proceeds under this Trademark Security Agreement. In addition, the Liens on the Trademarks and Proceeds thereof will be automatically released, without the need for any action by the Collateral Agent or any other Secured Party, in accordance with the provisions of Section 11.4 of each of the Security Agreements.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

VYATTA, INC.

By: 

Name: Jean Furter
Title: Treasurer

Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 

Name: **Maddy Hall**
Title: **Vice President**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Name	Registration/Application Number	Country
VYATTA	Reg. No. 3,370,483	United States
VPLANE	App. No. 85/670560	United States