

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OPNET Technologies LLC		04/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Riverbed Technology, Inc.		
Street Address:	199 Fremont Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	85844454	BROWSERMETRIX	
Serial Number:	85844452	BROWSERMETRIX	
Serial Number:	85404749	APPMAPPER XPERT	
Serial Number:	85404742	APPNETWORK PATH	
Serial Number:	85404740	BTM XPERT	
Serial Number:	85565461	APP911	
Serial Number:	85527158	NETONE	
Serial Number:	85534694	CX-TRACER	
Serial Number:	85404735	APPSENSOR XPERT	
Registration Number:	2703216	SPGURU	
Registration Number:	2714573	ITGURU	
Registration Number:	2678598	OPNET TECHNOLOGIES, INC.	
Registration Number:	3288575	MAKING NETWORKS AND APPLICATIONS PERFORM	
Registration Number:	2793084	QUICKPREDICT	

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Registration Number:	3500157	IT'S NOT THE NETWORK
Registration Number:	3383254	OPNET TESTCREATOR
Registration Number:	3383255	OPNET LOADSCALER
Registration Number:	3524267	DSAUDITOR
Registration Number:	3644965	OPNET PANORAMA
Registration Number:	2988142	VNESERVER
Registration Number:	3729279	NETMAPPER
Registration Number:	3732454	OPNET NCOMPASS
Registration Number:	3137024	SP SENTINEL
Registration Number:	3149388	IT SENTINEL
Registration Number:	3982162	ACE LIVE INSIGHTS
Registration Number:	2138849	OPNET MODELER
Registration Number:	4123057	APPSQL XPERT
Registration Number:	4152800	APPRESPONSE XPERT
Registration Number:	4272821	APPINTERNALS XPERT
Registration Number:	4272820	APPTRANSACTION XPERT
Registration Number:	4284663	NETDOCTOR
Registration Number:	4292908	APPCAPACITY XPERT
Registration Number:	1571693	OPNET
Registration Number:	1571692	MIL 3
Registration Number:	2381358	OPNETWORK
Registration Number:	2572789	OPNET
Registration Number:	2632421	NETBIZ
Registration Number:	2640368	APPDOCTOR

CORRESPONDENCE DATA

Fax Number: 8886497733

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

Phone: 215-658-1890

Email: akatz@belleskatz.com

Correspondent Name: Andrew B. Katz

Address Line 1: 721 Dresher Road, Suite 1100

Address Line 4: Horsham, PENNSYLVANIA 19044

ATTORNEY DOCKET NUMBER:	OPNET LLC_RIVERBED
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NAME OF SUBMITTER:	Andrew B. Katz
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TRADEMARK
REEL: 005030 FRAME: 0210

	/Andrew B. Katz/
Date:	05/17/2013
Total Attachments: 4 source=OPNET LLC Trademark Assignmt Agmt to RVBD 4-1-2013#page1.tif source=OPNET LLC Trademark Assignmt Agmt to RVBD 4-1-2013#page2.tif source=OPNET LLC Trademark Assignmt Agmt to RVBD 4-1-2013#page3.tif source=OPNET LLC Trademark Assignmt Agmt to RVBD 4-1-2013#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This ASSIGNMENT dated April 1, 2013, which shall be the Effective Date of this Assignment, from OPNET Technologies LLC, a Delaware company ("Assignor"), to and with Riverbed Technology, Inc. a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Agreement And Plan of Merger dated as of October 28, 2012 ("the Agreement"), providing for the transfer of assets of Assignor to Assignee, in the manner and to the extent set forth in the Agreement; and

WHEREAS, this Trademark Assignment Agreement is being executed and delivered to effect the transfer to Assignee of the trademarks, including all good will associated therewith, including without limitation, the trademarks set forth on Schedules A and B hereto as well as the common law marks, all of which are listed in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for use and enjoyment of Assignee and its successors and assigns, the entire right, title and interest in and to, or arising under, the certain United States and foreign trademarks (together with any registrations or applications therefor, the "Trademarks"), including without limitation those marks registered in the United States and in certain foreign jurisdictions set forth in Schedules A and B hereto, together with the goodwill of the businesses in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements thereof, the Trademarks to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor, for itself and its successors and assigns hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, and will take all such further action, in order to better assure, convey and confirm unto Assignee, its successors and assigns, all and singular the Trademarks hereby sold, conveyed, assigned and delivered as Assignee, its successors and assigns, shall reasonably request.

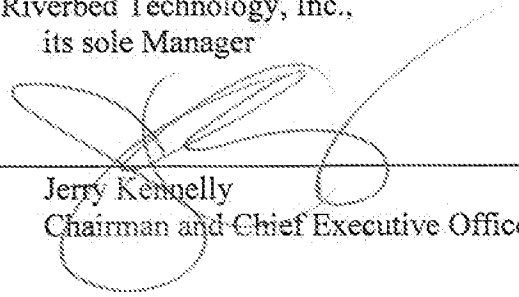
3. Effect of Agreement. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Agreement, and such execution and delivery shall not be deemed a modification of any provision of the Agreement in any respect.

4. Headings. Section headings contained in this Assignment are solely for the convenience of reference and shall not affect the meaning or interpretation of this Assignment or of any term or provision hereof.
5. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

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

OPNET TECHNOLOGIES LLC

By: Riverbed Technology, Inc.,
its sole Manager

By: 
Jerry Kennelly
Chairman and Chief Executive Officer

SCHEDULE A

US Trademarks

Trademark	Ser. /Reg. No.
SPGURU	2,703,216
ITGURU	2,714,573
OPNET TECHNOLOGIES, INC.	2,678,598
MAKING NETWORKS AND APPLICATIONS PERFORM	3,288,575
QUICKPREDICT	2,793,084
IT'S NOT THE NETWORK	3,500,157
OPNET TESTCREATOR	3,383,254
OPNET LOADSCALER	3,383,255
DSAUDITOR	3,524,267
OPNET PANORAMA	3,644,965
VNESERVER	2,988,142
NETMAPPER	3,729,279
OPNET NCOMPASS	3,732,454
SP SENTINEL	3,137,024
IT SENTINEL	3,149,388
ACE LIVE INSIGHTS	3,982,162
OPNET MODELER	2,138,849
APPSQL XPERT	4,123,057
APPRESPONSE XPERT	4,152,800
APPINTERNALS XPERT	4,272,821
APPTRANSACTION XPERT	4,272,820
NETDOCTOR	4,284,663
APPCAPACITY XPERT	4,292,908
OPNET (CLASS 9)	1,571,693
MIL 3	1,571,692
OPNETWORK	2,381,358
OPNET (CLASS 42)	2,572,789
NETBIZ	2,632,421
APPDOCTOR	2,640,368
BROWSERMETRIX (CLASS 9)	85/844454
BROWSERMETRIX (CLASS 42)	85/844452
APPMAPPER XPERT	85/404749
APPNETWORK PATH	85/404742
BTM XPERT	85/404740
APP911	85/565461
NETONE	85/527158
CX-TRACER	85/534694
APPSENSOR XPERT	85/404735

SCHEDULE B

Foreign Trademarks

Mark	Country	Registration No.
OPNET	Italy	1184709
OPNET	Spain	2699818
OPNET	Japan	4233118
OPNET (w/logo)	Spain	2869923
OPNET (classes 9 & 42)	France	3062292
SPGURU	France	13091653
NETDOCTOR	CTM	2150548
ITGURU	CTM	2150126
SERVICE PROVIDER GURU	CTM	2150167
OPNET (class 9)	Taiwan	992424
OPNET (Class 42)	Taiwan	164327
OPNET (class 42)	China	2001831
OPNET (class 9)	China	1917059
OPNET	Benelux	200639
OPNET	UK	2417361
OPNET	Germany	30613410