

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
Clarus Systems, 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: 6			
Property Type	Number	Word Mark	
Serial Number:	85706224	UC XPERT	
Serial Number:	85694932	UNIFIED COMMUNICATIONS XPERT	
Registration Number:	2871478	CLARUS SYSTEMS	
Registration Number:	3456989	CLARUS SYSTEMS	
Registration Number:	2950126	CLARUSIPC	
Registration Number:	3456981	EMPOWERING UNIFIED COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	8886497733		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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		

OP \$165.00 85706224

TRADEMARK

ATTORNEY DOCKET NUMBER:	CLARUS_2
NAME OF SUBMITTER:	Andrew B. Katz
Signature:	/Andrew B. Katz/
Date:	05/22/2013
Total Attachments: 4 source=Clarus Trademark Assignmt Agmt to RVBD Inc 4-1-2013_#page1.tif source=Clarus Trademark Assignmt Agmt to RVBD Inc 4-1-2013_#page2.tif source=Clarus Trademark Assignmt Agmt to RVBD Inc 4-1-2013_#page3.tif source=Clarus Trademark Assignmt Agmt to RVBD Inc 4-1-2013_#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

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

Limited Liability
Company *ALX*

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 On 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.

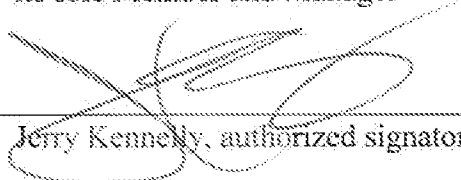
4. Headings. Section headings contained in this Assignment are solely for the convenience of reference and shall not affect the meaning or interpretation of this Assignment or of any term or provision hereof.

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.

CLARUS SYSTEMS, LLC

BY: OPNET TECHNOLOGIES LLC
its sole Member and Manager

By: 
Jerry Kennelly, authorized signatory

SCHEDULE A

US Trademarks

Trademark	Ser./Reg. No
UC XPERT	85/706224
UNIFIED COMMUNICATIONS XPERT	85/694932
CLARUS SYSTEMS	2,871,478
CLARUS SYSTEMS (stylized and/or with design)	3,456,989
CLARUSIPC	2,950,126
EMPOWERING UNIFIED COMMUNICATIONS	3,456,981

SCHEDULE B

Foreign Trademarks

Trademark	Country	Ser./Reg. No
CLARUS SYSTEMS	Mexico	832671
CLARUSIPC	Mexico	832672
CLARUSIPC	Canada	TMA666446