

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riverbed Technology, Inc.		09/13/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Morgan Stanley & Co. LLC
<b>Street Address:</b>	1300 Thames Street, Thames Street Wharf
<b>Internal Address:</b>	4th Floor
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21231
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 13</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	4322843	APPMAPPER XPERT
Registration Number:	4325544	CX-TRACER
Registration Number:	4325485	NETONE
Serial Number:	85946225	FLYBOX
Serial Number:	85844454	BROWSERMETRIX
Serial Number:	85844452	BROWSERMETRIX
Serial Number:	85870066	WINPCAP
Serial Number:	85882650	FLYSCRIPT
Serial Number:	85882653	SPLASH
Registration Number:	4292908	APPCAPACITY XPERT
Registration Number:	4284663	NETDOCTOR
Registration Number:	4272821	APPINTERNALS XPERT
Registration Number:	4272820	APPTRANSACTION XPERT

OP \$340.00 4322843

**CORRESPONDENCE DATA**

Fax Number: 8004947512

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

Phone: 2023704761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F146367
<b>NAME OF SUBMITTER:</b>	Rick Harrison
<b>Signature:</b>	/Rick Harrison/
<b>Date:</b>	09/13/2013
<b>Total Attachments: 5</b> source=Trademark.sent.for.filing.09.13.13#page2.tif source=Trademark.sent.for.filing.09.13.13#page3.tif source=Trademark.sent.for.filing.09.13.13#page4.tif source=Trademark.sent.for.filing.09.13.13#page5.tif source=Trademark.sent.for.filing.09.13.13#page6.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 13, 2013 (“Trademark Security Agreement”), made by Riverbed Technology, Inc., a Delaware corporation (“Grantor”), is in favor of MORGAN STANLEY & CO. LLC, as collateral agent (in such capacity, the “Collateral Agent”) for the Secured Parties.

### W I T N E S S E T H:

WHEREAS, Grantor is 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 Grantor is 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, 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, Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 Grantor or in which 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 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 Grantor 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 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.

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.

[Remainder of This Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

RIVERBED TECHNOLOGY, INC.

By: Michael J. Palu

Name:

Title:

**Michael J. Palu**

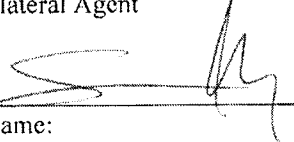
**SVP & Corporate Controller**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005111 FRAME: 0629**

Accepted and Agreed:

MORGAN STANLEY & CO. LLC,  
as Collateral Agent

By:   
Name:  
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

## TRADEMARKS

## U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

	Owner	Trademark Name	App. Number	Filing Date	Registration Number	Registration Date
1	Riverbed Technology, Inc.	AppMapper Xpert	85/404749	08/23/11	4322843	04/13/13
2	Riverbed Technology, Inc.	CX-Tracer	85/534694	08/23/12	4325544	04/23/13
3	Riverbed Technology, Inc.	Netone	85/527158	01/27/12	4325485	04/23/13
4	Riverbed Technology, Inc.	Flybox	85/946225	05/30/13		
5	Riverbed Technology, Inc.	BrowserMetrix	85/844454 (Class 9)	02/08/13		
6	Riverbed Technology, Inc.	BrowserMetrix	85/844452 (Class 42)	02/08/13		
7	Riverbed Technology, Inc.	WinPcap	85/870066	03/07/13		
8	Riverbed Technology, Inc.	FLYSCRIPT	85/882650	03/21/13		
9	Riverbed Technology, Inc.	SPLASH	85/882653	03/21/13		
10	Riverbed Technology, Inc.	AppCapacity Xpert	85/298930	04/19/11	4292908	02/19/13
11	Riverbed Technology, Inc.	NetDoctor	85/363183	07/05/11	4284663	02/05/13
12	Riverbed Technology, Inc.	AppInternals Xpert	85/298934	04/19/11	4272821	01/08/13
13	Riverbed Technology, Inc.	AppTransaction Xpert	85/298928	04/19/11	4272820	01/08/13