

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated IPSA

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OVERTURE NETWORKS, INC.		05/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	275 Grove Street, Suite 2-200
City:	Newton
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85945365	OVERTURE
Serial Number:	85945357	OVERTURE
Serial Number:	85391791	OVERTURE NETWORKS
Serial Number:	76567649	OVERTURE NETWORKS
Serial Number:	76567648	ISG
Serial Number:	76571353	ALL SERVICES. ANY WIRE.
Serial Number:	85860013	ENSEMBLE
Serial Number:	85859902	ENSEMBLE OPEN SERVICE ARCHITECTURE
Serial Number:	85881430	ENSEMBLE OSA
Registration Number:	3201478	UTS810
Serial Number:	85494682	OVERTURE
Serial Number:	78715932	EDGEAWARE

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: 202-370-4761

Email: tfahey@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F146534
NAME OF SUBMITTER:	Andrew Nash
Signature:	/Andrew Nash/
Date:	09/26/2013

Total Attachments: 8

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (this "Agreement") is entered into as of May 30, 2013 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **OVERTURE NETWORKS, INC.**, a Delaware corporation, with its chief executive office located at 637 Davis Drive, Suite 100, Morrisville, North Carolina 27560 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **HATTERAS NETWORKS, INC.**, a Delaware corporation ("Hatteras") (Grantor and Hatteras are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement dated as of June 29, 2010, among Borrower and Bank, as amended and affected by a certain Joinder Agreement dated as of March 16, 2011, as further amended by a certain First Loan Modification Agreement dated as of July 8, 2011, and as further amended by a certain Second Loan Modification Agreement dated as of April 10, 2012 (as the same may be further amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the

laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

7. Amended and Restated Agreement. This Agreement amends and restates, and replaces, that certain Intellectual Property Security Agreement dated as of October 28, 2005, between Grantor and Bank, as amended.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

637 Davis Drive, Suite 100
Morrisville, North Carolina 27560

Attn: Arthur Bergens

OVERTURE NETWORKS, INC.

By: 

Name: Arthur Bergens

Title: CFO

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, Massachusetts 02466

Attn: Ms. Lauren Cole

SILICON VALLEY BANK

By: 

Name: Lauren Cole

Title: Vice President

TRADEMARK

REEL: 005118 FRAME: 0762

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

- “Dynamic Control of a Phase-Locked Loop” - US Patent 6,531,926, granted March 11, 2003
- “Measurement of Packet Delay Variation” - US Patent 6,728,209, granted April 27, 2004
- “Use of a Circular Buffer to Assure In-Order Delivery of Packets” - US Patent 6,741,603, granted May 25, 2004
- “Automatic Adjustment of Buffer Depth for the Correction of Packet Delivery Variation” - US Patent 6,757,292, granted June 29, 2004
- “Flexible Mapping of Circuits into Packets” - US Patent 6,768,748, granted July 27, 2004
- “Protected Switching Ring” - US Patent 6,928,050, granted August 9, 2005
- “Command Line Interface with Indication of Network Element Status” - US Patent 7,069,512, granted June 27, 2006
- “Multipoint Protected Switching Ring” - US Patent 7,339,887, granted on March 4, 2008
- “Apparatus and Method for Rapid Detection of Unidirectional Breaks in a Network Ring” - US Patent 7,355,965, granted on April 8, 2008
- “Startup/Shutdown Sequence” - US Patent Application 13/284878, filed on October 29, 2011
- “Frame structure and method for wavelength concatenated channel framing” - US Patent 7,237,035, issued on June 26, 2007
- “Method and apparatus for transport of fractional datastreams over frame-based transport systems” - US Patent 7,408,939, issued on August 5, 2008
- “Method and apparatus for transport of multiple TDM and data clients over multiple variable data rate streams” - US Patent 7,590,150, issued on September 15, 2009
- “Remote management interface” - US Patent 7,586,950, issued on September 8, 2009
- “Method and system for transport of packet-based datastreams over frame-based transport systems employing physically diverse transmission channels” - US Patent 7,633,971, issued on December 15, 2009

EXHIBIT C

Trademarks

Registration/Application No.	Name/Type	Registration/Application Date
85945365	Overture	Filed on May 29, 2013.
85945357	Overture	Filed on May 29, 2013.
4,128,461 85391791	Overture Networks	Registered on April 17, 2012.
3,022,461 76/567,649	Overture Networks	Registered on December 6, 2005.
2,987,898 76/567,648	ISG	Registered August 23, 2005.
3,163,081 76/571,353	All Services. Any Wire.	Registered on October 17, 2006.
85860013	Ensemble	Filed on February 6, 2013.
85859902	Ensemble Open Service Architecture	Filed on February 6, 2013.
85881430	Ensemble OSA	Filed on March 20, 2013.
3,201,478	UTS810	Registered on January 23, 2007.
85494682	Overture	Filed on December 14, 2011.
78715932	EDGEAware	Filed on September 19, 2005.

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE