

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
HATTERAS 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: 11**

Property Type	Number	Word Mark
Registration Number:	3258208	EXTENDING THE ETHERNET SERVICE EDGE
Registration Number:	2846299	HATTERAS NETWORKS
Registration Number:	2893700	HATTERAS NETWORKS
Serial Number:	77522918	ETHERFLEX
Serial Number:	77522935	ETHERFLEX OPERATING SYSTEM
Serial Number:	77523231	SERVFLEX
Serial Number:	77523244	SUREFLEX
Serial Number:	77523858	TDRPLUS
Serial Number:	77523792	BIG FLEXIBLE PIPE
Serial Number:	77523216	FASTFLEX
Serial Number:	77523851	UNLEASHING ETHERNET SERVICES

**CORRESPONDENCE DATA**

Fax Number: 8004947512

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

OP \$290.00 3258208

*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: 9**

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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 **HATTERAS 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 **OVERTURE NETWORKS, INC.**, a Delaware corporation ("Overture") (Grantor and Overture 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 March 16, 2011, 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:

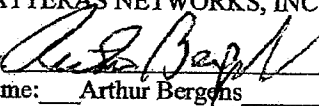
Address of Grantor:

637 Davis Drive, Suite 100  
Morrisville, North Carolina 27560

Attn: Arthur Bergens

HATTERAS NETWORKS, INC.

By

  
Name: Arthur Bergens

Title: CFO

BANK:

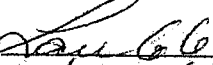
Address of Bank:

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: 0772

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Methods, Systems, and Computer Program Products for Classifying a Packet Based on a Destination Address	7,447,215	Nov. 4, 2008
System for Deriving Desired Output Frequency by Successfully Dividing Clock Signal Frequency by Ratios Obtained by Dividing Clock Signal Frequency by Common Divisor and Specific Integer	7,032,121	Apr. 18, 2006
Methods and Systems for Remote Management of Networked Devices	7,379,542	May 27, 2008
Methods, Systems, and Computer Program Products for Detecting and/or Correcting Faults in a Multiprotocol Label Switching Network by Using Redundant Paths Between Nodes	8,305,882 10/322,814 20030112749	November 6, 2012 December 18, 2002 June 19, 2003
Methods, Systems, and Computer Program Products for Communicating Using a Hybrid Physical Network	7,809,834 10/357,949	October 15, 2010
Methods, Aggregation Devices, and Computer Program Products for Distinguishing Between Sub-Networks Coupled to Aggregation Device Ports by Using an Independent Sub-Network Identifier Domain Space for Each Port	7,912,059 10/361,242	March 22, 2011 February 10, 2003



Methods, Systems, And Computer Program Products For Adaptive Inverse Packet Multiplexing In Which Traffic Allocation Is Dynamically Adjustable On Individual Links	10/438,709	May 15, 2003
Demarcation Point for Ethernet Service and Methods for Providing Ethernet Service	10/600,872	June 20, 2003
Methods, Systems, and Computer Products for Provisioning Service Between a Network Access Device and a Network Interface Unit	8,417,795 10/611,608	April 9, 2013 July 1, 2003
Methods and Apparatus for Self Partitioning A Data Network To Prevent Address Conflicts	7,782,797 11/711,549	August 24, 2010
Multi-Application Physical Layer Transport Using Bonded 64/65-Octet Encapsulation	61/052,481	May 12, 2008
Implementation of Dying Gasp via TDR/SELT Testing	61/052,485	
Methods, Devices and Computer Program Products for Automatic Fault Identification in a Network	12/463,594 20090282292	May 11, 2009 November 12, 2009
Methods, Communication Networks, and Computer Program Products for Communicating Time Division Multiplexing Traffic Using a Traffic Encapsulation Standard Configured to Support Statistical Multiplexing (Statmux) Traffic	8,077,739 12/464,495 20090279424	December 13, 2011 May 12, 2009 November 12, 2009
Application Specific Startup	13/284,878	October 29, 2011
Automatic Detection and Configuration Of Ethernet OAM Protocols	13/557,738	July 25, 2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Extending the Ethernet Service Edge	3258208	July 3, 2007
Hatteras Networks	2846299	May 25, 2004
Hatteras Networks	2893700	October 12, 2004
etherflex	77522918	July 15, 2008
etherflex operating system	77522935	July 15, 2008
SERVflex	77523231	July 16, 2008
SUREflex	77523244	July 16, 2008
TDRplus	77523858	July 16, 2008
Big Flexible Pipe	77523792	July 16, 2008
FASTflex	77523216	July 16, 2008
Unleashing Ethernet Services	77523851	July 16, 2008

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE