

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VIRTUAL INSTRUMENTS CORPORATION		12/10/2013	CORPORATION: CAYMAN ISLANDS

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3030217	NETWISDOM
Registration Number:	3729505	
Registration Number:	3756036	VIRTUALWISDOM
Registration Number:	3951950	SANINSIGHT
Registration Number:	4168201	VIRTUAL INSTRUMENTS
Serial Number:	85934626	VICA
Serial Number:	85934638	VICP
Serial Number:	85941425	VIRTUAL INSTRUMENTS CERTIFIED PROFESSION
Serial Number:	85941418	
Serial Number:	86004797	PERFORMANCE. AVAILABILITY. GUARANTEED.
Serial Number:	86057243	REMOTEWISDOM

CORRESPONDENCE DATA

Fax Number: 4155911400

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

Phone: (415) 591-1000  
Email: tsien@winston.com  
Correspondent Name: Ted Sien  
Address Line 1: 101 California Street, Suite 3900  
Address Line 2: Winston & Strawn LLP  
Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 (VIRTUAL INSTRUM
NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	12/11/2013

**Total Attachments: 9**

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## PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of December 10, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and VIRTUAL INSTRUMENTS CORPORATION, an exempted company incorporated with limited liability under the laws of the Cayman Islands.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is VIRTUAL INSTRUMENTS CORPORATION and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and VIRTUAL INSTRUMENTS CORPORATION.

The Parties, and any joinder parties thereto have entered into a Plain English Growth Capital Loan and Security Agreement dated as of December 10, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

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### 1. GRANT OF SECURITY INTEREST

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You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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### 2. LOAN AGREEMENT

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This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

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**3. OUR RIGHT TO SUE**

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From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

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**4. FURTHER ASSURANCES**

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You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

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**5. MODIFICATION**

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This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

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**6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE**

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This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

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**7. GOVERNING LAW; COUNTERPARTS**

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This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

*(Signature Page to Follow)*

IN WITNESS WHEREOF. You have duly executed this Agreement as of the date first set forth above.

You. VIRTUAL INSTRUMENTS CORPORATION

Signature: *George W. Harrington*

Print Name: GEORGE W. HARRINGTON

Title: CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE A**

To Plain English Intellectual Property Security Agreement  
Between Virtual Instruments Corporation, as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)

**PATENTS AND PATENT APPLICATIONS**

**LICENSED PATENTS**

<b>File #</b>	<b>Title</b>	<b>Investors</b>	<b>Filing Date</b>	<b>Serial #</b>	<b>Issue Date</b>	<b>Patent #</b>	<b>Status</b>
WN 15436.47.1	System and Method for Network Traffic and I/O Transaction Monitoring of a High Speed Communications Network	Lawrence M. Bain; Craig E. Foster; Adam H. Schondelmayer	11/27/02	10/307,272	10/06/09	7,599,293	Granted, Assigned to JDSU
WN 15436.67.1	Deferred Processing of Continuous Metrics	Craig E. Foster, Lawrence M. Bain	04/25/03	10/424,361	08/31/10	7,788,365	Granted, Assigned to JDSU
WN 15436.73.1.1	Card Cage System	Donald A. Ice	08/12/03	10/638,981	01/23/07	7,167,380	Granted, Assigned to JDSU
WN 15436.73.1.2	Card Cage System	Donald A. Ice	05/21/04	10/850,702	10/02/07	7,277,296	Granted, Assigned to JDSU
WN 15436.75.1.1	Functional Module with Card Guide Engagement Feature	Donald A. Ice	08/12/03	10/638,982	03/25/08	7,349,226	Granted, Assigned to JDSU
WN 15436.253.25.1	Synchronous Network Traffic Processor	Paul R. Gentieu, Tom Acquistapace, Farhad Inyami	10/12/01	09/976,765	04/12/05	6,880,070	Granted, Assigned to JDSU

File #	Title	Investors	Filing Date	Serial #	Issue Date	Patent #	Status
WN 15436.253.25.1.1	Synchronous Network Traffic Processor	Paul R. Gentieu, Tom Acquistapace, Farhad Iryami	04/11/05	11/102,977	04/15/08	7,360,065	Granted, Assigned to JDSU
WN 15436.915.1	Pool-Based Network Diagnostic Systems and Methods	Genti Cuni, Craig E. Foster	11/15/06	11/560,247	03/15/11	7,907,532	Granted, Assigned to JDSU
WN 15436.1008.1	Network Diagnostic Systems and Methods for Handling Multiple Data Transmission Rates	Timothy M. Beyers and Kenneth R. Hornyak	09/07/07	11/851,788	11/16/10	7,835,300	Granted, Assigned to JDSU
WN 15436.27.1 (now transferred)	System and Method for Network Traffic and I/O Transaction Monitoring of a High Speed Communications Network	Lawrence M. Bain, Kenneth R. Hornyak, Steven R. Klotz, Jason D. Mann, Henry D. Poelstra, Robert W. Otis	04/25/03	10/424,363	12/28/10	7,860,965	Granted, Assigned to JDSU
WN 15436.1052.1	Network Diagnostic Systems and Methods for Aggregated Links	Timothy M. Beyers	12/10/07	11/953,534	01/24/12	8,102,777	Granted, Assigned to JDSU
WN 15436.1076	Pool-Based Network Diagnostic Systems and Methods	Craig E. Foster and Genti Cuni	01/26/07	11/627,903			Notice of Allowance Mailed 7/11/12

PATENT APPLICATIONS

Invention	Area	Inventors	Status	Date Filed	Comments	US Patent App #
Queue Depth Profiler	Data Analytics	Francis Niestemski, Nick York	Filed	10/29/2013		14/065,834
APD based SFP transmitters to monitor High speed signals @ 8 and 16 G	Hardware	Rama V.	Approved to file	8/19/2013		13/969,946
				Recorded 8/30/13		




**SCHEDULE B**

To Plain English Intellectual Property Security Agreement  
Between Virtual Instruments Corporation, as You (Grantor)  
and TriplePoint Capital LLC, as Us (Grantee)

**TRADEMARKS AND TRADEMARK APPLICATIONS**



TRADEMARKS

Registered Marks

Our File No.	Country	Mark	Reg. No.	Date Issued	Comments
043243-0383029	US	NETWISDOM	3,030,217	12-13-2005	Registered. Renewal due by 12-13-2015.
043243-0373656	US	LOGO DESIGN 	3,729,505	12-22-2009	Registered. Declaration of Continued Use due by 12-22-2015.
043243-0379531	US	VIRTUAL WISDOM	3,756,036	03-02-2010	Registered. Declaration of Continued Use due by 03-02-2016.
043243-0384730	US	SANINSIGHT	3,951,950	04-26-2011	Registered. Declaration of Continued Use due by 04-26-2017.
043243-0373654	US	VIRTUAL INSTRUMENTS	4,168,201	07-03-2012	Registered. Declaration of Continued Use due by 07-03-2018.
043243-0383590	Canada	NETWISDOM	TMA678065	12-01-2006	Registered. Renewal due by 12-01-2021.
043243-0383590	European Community	NETWISDOM	003489961	10-30-2003	Registered. Renewal due by 10-30-2023.
043243-0381401	European Community	VIRTUAL INSTRUMENTS	008417867	07-10-2009	Registered. Renewal due by 07-10-2019.
043243-0381400	European	VIRTUAL WISDOM	008492167	08-14-2009	Registered. Renewal due by 08-14-2019.

Our File No.	Country	Mark	Reg. No.	Date Issued	Comments
	Community				
043243-0387268	European Community	SANINSIGHT	009199258	06-24-2010	Registered. Renewal due by 06-24-2020.
043243-0383592	Japan	NETWISDOM	4787559	07-16-2004	Registered. Renewal due by 07-16-2014.

Pending Applications

Our File No.	Country	Mark	Application No.	Date Filed	Comments
043243-0422975	US	VICA	85/934,626	05-16-2013	Published. Certification Mark.
043243-0422976	US	VICP	85/934,638	05-16-2013	Published. Certification Mark.
043243-0422977	US	Design with VIRTUAL INSTRUMENTS CERTIFIED PROFESSIONAL 	85/941,425	05-16-2013	Pending. Certification Mark. Official Action issued 09-11-2013; response due 03-11-2014.
043243-0422980	US	VI BADGE DESIGN 	85/941,418	05-23-2013	Published.
043243-0424011	US	PERFORMANCE. AVAILABILITY. GUARANTEED.	86/004,797	07-08-2013	Published. Foreign filing priority expires 01-08-2014.
043243-0425224	US	REMOTEWISDOM	86/057,243	09-05-2013	Pending. Foreign filing priority expires 03-05-2014.

**SCHEDULE C**  
**TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
Between Virtual Instruments Corporation, as You (Grantor)  
And TriplePoint Capital LLC, as Us (Grantee)

**COPYRIGHT REGISTRATIONS**

Registration Number	Title	Registration Date	V&A No.
N/A			

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

Title	Date Filed	V&A No.
N/A		