### TRADEMARK ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: RELEASE BY SECURED PARTY

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK		12/17/2013	CORPORATION: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	FIBERLINK COMMUNICATIONS CORPORATION
Street Address:	1787 SENTRY PARKWAY WEST
Internal Address:	BUILDING EIGHTEEN, SUITE 200
City:	BLUE BELL
State/Country:	PENNSYLVANIA
Postal Code:	19422
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3047158	DNA PLATFORM
Registration Number:	3486565	SIMPLE. SECURE. MOBILITY.
Registration Number:	3525636	E360
Registration Number:	3313400	EXTEND360
Registration Number:	3298689	ACTIVE TRANSPORT NOTIFICATION
Registration Number:	3128614	FIBERLINK
Registration Number:	2917193	FIBERLINK
Registration Number:	3213854	FIBERLINK GLOBAL REMOTE
Registration Number:	4063789	MAAS360
Registration Number:	3934951	MOBILE360
Registration Number:	3934950	CONTROL360
Registration Number:	3934949	VISIBILITY360
Serial Number:	77664395	FAR360
		TRADEMARK

**REEL: 005175 FRAME: 0503** 

TRADEMARK |

Serial Number:	77543631	SKYTOP
Registration Number:	3723290	MAAS360
Registration Number:	3712960	MAAS360
Serial Number:	77129276	EXTENDACCESS
Serial Number:	77129375	THE EXTENDIDENTITY INTEGRATION MODULE
Serial Number:	77129311	EXTENDIDENTITY
Registration Number:	3669881	MOBILE NAC
Registration Number:	2948650	VPNTERPRISE
Registration Number:	2077100	FIBERLINK

#### **CORRESPONDENCE DATA**

**Fax Number**: 6106407835

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

via US Mail.

Phone: 2159814000

Email: rizzosd@pepperlaw.com

Correspondent Name: PEPPER HAMILTON LLP

Address Line 1: 3000 TWO LOGAN SQUARE

Address Line 2: EIGHTEENTH AND ARCH STREETS

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	130839.00017
NAME OF SUBMITTER:	Samantha Rizzo
Signature:	/Samantha Rizzo/
Date:	12/17/2013

#### Total Attachments: 11

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#### SILICON VALLEY BANK

#### RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

### **DECEMBER 17, 2013**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made and effective as of December 17, 2013 and granted by SILICON VALLEY BANK (the "Bank"), a California corporation, located at One Newton Executive Park, 2221 Washington Street, Suite 2000, Newton, Massachusetts 02462, as Bank for the Secured Parties (as defined in the Loan Agreement referred to below), in favor of FIBERLINK COMMUNICATIONS CORPORATION, a Delaware corporation located at 1787 Sentry Parkway West, Building Eighteen, Suite 200, Blue Bell, Pennsylvania 19422 (the "Grantor").

**WHEREAS**, Grantor entered into a Loan Agreement dated as of June 8, 2010 (the "<u>Loan Agreement</u>") with the Bank; capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Loan Agreement;

**WHEREAS**, in connection with the Loan Agreement, Grantor executed and delivered to the Bank that certain Intellectual Property Security Agreement dated as of June 8, 2010, made by and among the Grantor and the Bank, in favor of the Bank (the "<u>Intellectual Property Security Agreement</u>");

**WHEREAS**, pursuant to the Intellectual Property Security Agreement, Grantor pledged and granted to the Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property Collateral (as defined below);

WHEREAS, the Intellectual Property Security Agreement was recorded at (i) the United States Patent and Trademark Office at Reel 025833/Frame 0509 on February 23, 2011, (ii) the United States Trademark Office at Reel 4484/Frame 0396 on February 23, 2011 and (iii) the United States Copyright Office at Volume 3591/Document 265 on June 16, 2010; and

**WHEREAS**, the Grantor has requested that the Bank enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest that the Bank may have in the Intellectual Property Collateral pursuant to the Intellectual Property Security Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Bank hereby states as follows:

- SECTION 1. <u>Definitions</u>. The term "<u>Intellectual Property Collateral</u>", as used herein, shall mean all of the Grantor's right, title and interest in, to and under its intellectual property, including, without limitation, the following:
- (a) any and all copyright rights, copyright applications and 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 in <u>Exhibit A</u> hereto (collectively, the "<u>Copyrights</u>");

- (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 similar 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 in Exhibit B hereto (collectively, the "Patents");
- (e) any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Grantor connected with and symbolized by such trademarks, including without limitation those set forth in <u>Exhibit C</u> hereto (collectively, the "<u>Trademarks</u>");
- (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 in <a href="Exhibit D">Exhibit D</a> 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;
- (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.
- (k) SECTION 2. Release of Security Interest. The Bank, on behalf of itself and its successors, legal representatives and assigns, terminates, releases and discharges its security interest in and to the Intellectual Property Collateral, and all other right, title, and interest in and to the Intellectual Property Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the Intellectual Property Collateral.
- SECTION 3. <u>Further Assurances</u>. The Bank agrees to execute, acknowledge, procure and deliver to Grantor any and all further documents or instruments and do any and all further acts which the Grantor (or its agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and Grantor's (or its assignees') right, title and interest

in and to the Intellectual Property Collateral, in each case at the expense of the Grantor (including attorneys' fees and expenses).

SECTION 4. Governing Law. This Release 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 Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Bank has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SILICON VALLEY BANK,

as Bank

Name: Strug

Title:

Address for Notices:

SIGNATURE PAGE TO SILICON VALLEY BANK RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

# EXHIBIT A

### COPYRIGHT REGISTRATIONS AND APPLICATIONS

	Registration/	Registration/
	Application	Application
<u>Description</u>	<u>Number</u>	<u>Date</u>
Fiberlink proxy SDK.	TX0006521371	2/2/2007
Fiberlink extend 360	TX0005906892	2/2/2004

EXHIBIT A

# EXHIBIT B

### PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
US	Wireless access system, method, signal, and computer program product	7,712,128	May 4, 2010
US	Universal Connections Data Collection	61/221,375	6/29/2009
US	Computing Device Conditional Access Control System	61/221,609	6/30/2009
US	System and Method for Security Agent Monitoring and Protection	11/962,235	6/25/2009
US	System and Method for Security Agent Monitoring and Protection	PCT/US08/01 3914	12/19/2008
EP	Wireless Access System, Method, Signal, and Computer Program	02756620.7	7/24/2002
US	Methods and Apparatus for Establishing a Dynamic Virtual Private Network Connection	12/274,623	11/20/2008
WO	Methods and Apparatus for Establishing a Dynamic Virtual Private Network Connection	PCT/US09/06 5250	11/20/2009
US	Client-Side Network Access Policies and Management Applications	10/490,103	7/19/2004
EP	Client-Side Network Access Policies and Management Applications	02763778.4	9/30/2002
JP	Client-Side Network Access Policies and Management	2003-531345 4237055	9/30/2002 12/26/2008

### **EXHIBIT B**

Country	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
	Applications		
JP	Client-Side Network Access Policies and Management Applications	2008-156746	9/30/2002 1/08/2009
US	Methods and Systems for Intelligently Controlling Access to Computing Resources	11/451689	6/13/2006
EP	Methods and Systems for Intelligently Controlling Access to Computing Resources	06847879.1	12/20/2006 7/05/2008
НК	Methods and Systems for Intelligently Controlling Access to Computing Resources	08112156.7	
US	Method and Systems for Intelligently Controlling Access to Computing Resources	11/451950	6/13/2006
US	Dynamic Network Connection Based on Compliance	11/221567	9/08/2005
EP	Dynamic Network Connection Based on Compliance	06790143.9	9/07/2006
JP	Dynamic Network Connection Based on Compliance	2008-530121	5/21/2008 9/07/2006 2/26/2009
US	API Translation for Network Access Control (NAC) Agent	11/955,992	12/13/2007
US	API Translation for Network Access Control (NAC) Agent	11/955,995	12/13/2007
US	System and Method for Business Object Modeling	12/102,403	04/14/2008
US	Automated Test Management System and Method	12/134,099	06/05/2008

### **EXHIBIT B**

<u>Country</u>	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	10/918,361	8/16/2004
EP	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	04780968.6	8/16/2004 5/10/2006
JP	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	2006-523381	8/16/2004 2/15/2007
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	10/918,363	8/16/2004
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	7,395,341	7/1/2008
US	System, Method, Apparatus and Computer Program Product for Facilitating Digital Communications	12/105,674	4/18/2008
US	Methods and Apparatus for Creating an Audit Trail	12/356,487	1/20/2009

EXHIBIT C
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
DNA PLATFORM	3047158	I/17/2006
SIMPLE. SECURE. MOBILITY.	3486565	8/12/2006
E360	3525636	10/28/2008
EXTEND360	3313400	10/16/2007
ACTIVE TRANSPORT NOTIFICATION	3298689	9/25/2007
FIBERLINK	3128614	8/15/2006
FIBERLINK	2917193	1/11/2005
FIBERLINK GLOBAL REMOTE	3213854	2/27/2007
MAAS360	4063789	11/29/2011
MOBILE360	3934951	3/22/2011
CONTROL360	3934950	3/22/2011
VISIBILITY360	3934949	3/22/2011
FAR360	77664395	6/2/2009
SKYTOP	77543631	5/12/2009
MAAS360	3723290	12/8/2009
MAAS360	3712960	11/17/2009
EXTENDACCESS	77129276	3/13/2007
THE EXTENDIDENTITY INTEGRATION	77129375	3/13/2007
EXTENDIDENTITY	77129311	3/13/2007
MOBILE NAC	3669881	8/18/2009
VPNTERPRISE	2948650	5/10/2005

EXHIBIT C

	<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
FIBERLINK		2077100	7/8/1997

## EXHIBIT D

## MASK WORKS

None.

Eхнівіт D