

04/28/2014



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Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

RIVERBED TECHNOLOGY, INC.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) December 20, 2013

- Assignment
- Security Agreement
- Other Trademark Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN-CHASE BANK, N.A., as administrative agent

Internal

Address:

Street Address: 383 Madison Avenue, Floor 24

City: New York

State: NY

Country: USA Zip: 10179

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

please see attached schedules.

B. Trademark Registration No.(s)

please see attached schedules.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey

Internal Address: National Corporate Research
Suite 1130

Street Address: 1025 Vermont Avenue N.W.

City: Washington

State: D.C. Zip: 20005

Phone Number: (202) 370-4761

Fax Number: (800) 494-7512

Email Address: tfahey@nationalcorp.com

6. Total number of applications and registrations involved:

79

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,990

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

04/29/2014 KNGUYENI 00000035 85097127

01 FC:8521

02 FC:8522

December 20, 2013

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9. Signature:

Signature

Katherine Stewart

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005272 FRAME: 0773

Record as of 12-27-2013

TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
Riverbed Technology, Inc.	ACCELERATE	85/097127	30-Jul-2010	3937893	29-Mar-2011	Registered
Riverbed Technology, Inc.	ACE LIVE INSIGHTS	77/846912	12-Oct-2009	3982162	21-Jun-2011	Registered
Riverbed Technology, Inc.	AIRPCAP	85/234841	04-Feb-2011	4019249	30-Aug-2011	Registered
Riverbed Technology, Inc.	AIRPCAP and Design	78/959153	24-Aug-2006	3318287	23-Oct-2007	Registered
Riverbed Technology, Inc.	APP911	85/565461	09-Mar-2012	4429429	05-Nov-2013	Registered
Riverbed Technology, Inc.	APPCAPACITY XPERT	85/298930	19-Apr-2011	4292908	19-Feb-2013	Registered
Riverbed Technology, Inc.	APPDOCTOR	76/008609	24-Mar-2000	2640368	22-Oct-2002	Registered
Riverbed Technology, Inc.	APPINTERNALS XPERT	85/298934	19-Apr-2011	4272821	08-Jan-2013	Registered
Riverbed Technology, Inc.	APPMAPPER XPERT	85/404749	23-Aug-2011	4322843	23-Apr-2013	Registered
Riverbed Technology, Inc.	APPNETWORK PATH	85/404742	23-Aug-2011			Allowed
Riverbed Technology, Inc.	APPRESPONSE XPERT	85/298925	19-Apr-2011	4152800	05-Jun-2012	Registered
Riverbed Technology, Inc.	APPSENSOR XPERT	85/404735	23-Aug-2011			Allowed
Riverbed Technology, Inc.	APPSQL XPERT	85/298927	19-Apr-2011	4123057	03-Apr-2012	Registered
Riverbed Technology, Inc.	APPTRANSACTION XPERT	85/298928	19-Apr-2011	4272820	08-Jan-2013	Registered
Riverbed Technology, Inc.	APTIMIZER	85/597886	13-Apr-2012			Suspended
Riverbed Technology, Inc.	BROWSERMETRIX	85/844454	08-Feb-2013			Filed
Riverbed Technology, Inc.	BROWSERMETRIX	85/844452	08-Feb-2013			Filed
Riverbed Technology, Inc.	BTM XPERT	85/404740	23-Aug-2011			Allowed
Riverbed Technology, Inc.	CACE PILOT and Design	77/665054	06-Feb-2009	3698106	20-Oct-2009	Registered
Riverbed Technology, Inc.	CACE TECHNOLOGIES	78/887385	19-May-2006	3290864	11-Sep-2007	Registered
Riverbed Technology, Inc.	CASCADE	77/667650	10-Feb-2009	3732636	29-Dec-2009	Registered

Owner	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
Riverbed Technology, Inc.	CASCADE PILOT	85/231131	01-Feb-2011	4234611	30-Oct-2012	Registered
Riverbed Technology, Inc.	CLARUS SYSTEMS	78/206772	24-Jan-2003	2871478	10-Aug-2004	Registered
Riverbed Technology, Inc.	CLARUS SYSTEMS and Design	77/256281	15-Aug-2007	3456989	01-Jul-2008	Registered
Riverbed Technology, Inc.	CLARUSIPC	78/273712	14-Jul-2003	2950126	10-May-2005	Registered
Riverbed Technology, Inc.	CLOUD STEELHEAD	77/888907	08-Dec-2009	3945467	12-Apr-2011	Registered
Riverbed Technology, Inc.	CX-TRACER	85/534694	06-Feb-2012	4325544	23-Apr-2013	Registered
Riverbed Technology, Inc.	DSAUDITOR	78/925678	10-Jul-2006	3524267	28-Oct-2008	Registered
Riverbed Technology, Inc.	EMPOWERING UNIFIED COMMUNICATIONS	77/255283	14-Aug-2007	3456981	01-Jul-2008	Registered
Riverbed Technology, Inc.	FLYBOX	85/946225	30-May-2013			Filed
Riverbed Technology, Inc.	FLYSCRIPT	85/882650	21-Mar-2013			Filed
Riverbed Technology, Inc.	GRANITE	85/307801	28-Apr-2011	4191638	14-Aug-2012	Registered
Riverbed Technology, Inc.	INTERCEPTOR	78/748447	07-Nov-2005	3509974	30-Sep-2008	Registered
Riverbed Technology, Inc.	IT SENTINEL	78/247557	08-May-2003	3149388	26-Sep-2006	Registered
Riverbed Technology, Inc.	ITGURU	78/028203	28-Sep-2000	2714573	06-May-2003	Registered
Riverbed Technology, Inc.	IT'S NOT THE NETWORK	78/796273	20-Jan-2006	3500157	09-Sep-2008	Registered
Riverbed Technology, Inc.	MAKING NETWORKS AND APPLICATIONS PERFORM	78/277042	21-Jul-2003	3288575	04-Sep-2007	Registered
Riverbed Technology, Inc.	MAZU	76/124340	11-Sep-2000	2714096	06-May-2003	Registered
Riverbed Technology, Inc.	MIL 3	73/792413	10-Apr-1989	1571692	19-Dec-1989	Registered
Riverbed Technology, Inc.	NETBIZ	75/901500	24-Jan-2000	2632421	08-Oct-2002	Registered
Riverbed Technology, Inc.	NETDOCTOR	85/363183	05-Jul-2011	4284663	05-Feb-2013	Registered
Riverbed Technology, Inc.	NETMAPPER	77/464274	02-May-2008	3729279	22-Dec-2009	Registered
Riverbed Technology, Inc.	NETONE	85/527158	27-Jan-2012	4325485	23-Apr-2013	Registered
Riverbed Technology, Inc.	OPNET	73/792471	10-Apr-1989	1571693	19-Dec-1989	Registered

Owner	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
Riverbed Technology, Inc.	OPNET	76/008610	24-Mar-2000	2572789	28-May-2002	Registered
Riverbed Technology, Inc.	OPNET LOADSCALER	78/911624	16-Jun-2006	3383255	12-Feb-2008	Registered
Riverbed Technology, Inc.	OPNET MODELER	75/245601	21-Feb-1997	2138849	24-Feb-1998	Registered
Riverbed Technology, Inc.	OPNET NCOMPASS	77/578503	25-Sep-2008	3732454	29-Dec-2009	Registered
Riverbed Technology, Inc.	OPNET PANORAMA	78/643574	03-Jun-2005	3644965	23-Jun-2009	Registered
Riverbed Technology, Inc.	OPNET TESTCREATOR	78/11561	19-Jun-2006	3383254	12-Feb-2008	Registered
Riverbed Technology, Inc.	OPNETWORK	75/809762	28-Sep-1999	2381358	29-Aug-2000	Registered
Riverbed Technology, Inc.	PILOT and Design	77/483013	23-May-2008	3823553	27-Jul-2010	Registered
Riverbed Technology, Inc.	QUICKPREDICT	78/142451	09-Jul-2002	2793084	09-Dec-2003	Registered
Riverbed Technology, Inc.	RIOS	78/726412	04-Oct-2005	3412949	15-Apr-2008	Registered
Riverbed Technology, Inc.	RIVERBED	76/699690	30-Sep-2009	3858623	12-Oct-2010	Registered
Riverbed Technology, Inc.	RIVERBED	78/291340	22-Aug-2003	2931934	08-Mar-2005	Registered
Riverbed Technology, Inc.	RIVERBED	78/726408	04-Oct-2005	3271696	31-Jul-2007	Registered
Riverbed Technology, Inc.	riverbed (stylized)	77/174606	07-May-2007	3351860	11-Dec-2007	Registered
Riverbed Technology, Inc.	SHARK	85/230540	31-Jan-2011	4028253	20-Sep-2011	Registered
Riverbed Technology, Inc.	SKIPWARE	85/142163	30-Sep-2010	3970024	31-May-2011	Registered
Riverbed Technology, Inc.	SP GURU	78/028211	28-Sep-2000	2703216	01-Apr-2003	Registered
Riverbed Technology, Inc.	SP SENTINEL	78/533221	15-Dec-2004	3137024	29-Aug-2006	Registered
Riverbed Technology, Inc.	SPLASH	85/882653	21-Mar-2013			Filed
Riverbed Technology, Inc.	STEELHEAD	78/291339	22-Aug-2003	2981947	02-Aug-2005	Registered
Riverbed Technology, Inc.	STINGRAY	85/464826	04-Nov-2011	4215420	25-Sep-2012	Registered
Riverbed Technology, Inc.	THINK FAST	77/346906	07-Dec-2007	3664385	04-Aug-2009	Registered
Riverbed Technology, Inc.	TURBOCAP	85/234852	04-Feb-2011	4019251	30-Aug-2011	Registered
Riverbed Technology, Inc.	TurboCap and Design	77/665636	06-Feb-2009	3711426	17-Nov-2009	Registered
Riverbed Technology, Inc.	UC XPERT	85/706224	17-Aug-2012			Allowed

Owner	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
Riverbed Technology, Inc.	UNIFIED COMMUNICATIONS XPERT	85/694932	03-Aug-2012			Allowed
Riverbed Technology, Inc.	VIRTUAL STEELHEAD	77/888906	08-Dec-2009	3895227	21-Dec-2010	Registered
Riverbed Technology, Inc.	VNESERVER	78/313382	14-Oct-2003	2988142	23-Aug-2005	Registered
Riverbed Technology, Inc.	WHITEWATER	85/118902	30-Aug-2010	4010473	09-Aug-2011	Registered
Riverbed Technology, Inc.	WIFIPILOT and Design	77/768724	25-Jun-2009	3827092	03-Aug-2010	Registered
Riverbed Technology, Inc.	WinPcap	85/870066	07-Mar-2013	4414801	08-Oct-2013	Registered
Riverbed Technology, Inc.	WIRESHARK	78/925646	10-Jul-2006	3239666	08-May-2007	Registered
Riverbed Technology, Inc.	WIRESHARK and Design	78/928623	13-Jul-2006	3239778	08-May-2007	Registered
Riverbed Technology, Inc.	WWOS	85/707794	20-Aug-2012			Allowed
Riverbed Technology, Inc.	ZXTM	77/578952	25-Sep-2008	3697849	20-Oct-2009	Registered

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 20, 2013 ("Trademark Security Agreement"), made by RIVERBED TECHNOLOGY, INC., a Delaware corporation, located at 199 Fremont Street, San Francisco, CA 94105 ("Grantors"), is in favor of JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement dated as of December 20, 2013 (the "Guarantee and Collateral Agreement") in favor of the Collateral Agent and JPMORGAN CHASE BANK, N.A., as administrative agent (in such capacity, the "Administrative Agent") pursuant to which the 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, each 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 the Specified Cash Management Agreements and provide financial accommodation, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

Each 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 such Grantor or in which such 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 such 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 property is excluded as Collateral 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 the 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.

Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

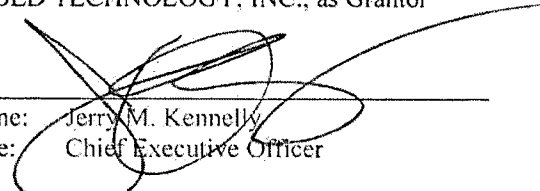
THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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.

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IN WITNESS WHEREOF, each 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., as Grantor

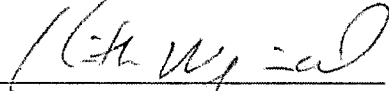
By: 
Name: Jerry M. Kennelly
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005272 FRAME: 0780

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: 

Name: Keith Winzenried
Title: Credit Executive

[Signature Page to Trademark Security Agreement]