

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305200

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REDSEAL NETWORKS, INC.		05/07/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054-1191		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85846293	NETWORK SECURITY DARK SPACE	
Serial Number:	85614176	RR REDSEAL NETWORKS	
Serial Number:	78859812		
Serial Number:	78859804	REDSEAL	
Serial Number:	78859808	ARA	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Dwayne Houston		
Address Line 1:	1025 Vermont Ave. NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F149914		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	05/21/2014		
Total Attachments: 11			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of May 7, 2014 by and between **SILICON VALLEY BANK**, a California corporation (“**Bank**”), and **REDSEAL NETWORKS, INC.**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Borrower is indebted to Bank pursuant to a loan arrangement dated as of January 26, 2012, evidenced by, among other documents, a certain Loan and Security Agreement dated as of January 26, 2012, between Borrower and Bank, as amended by a certain First Amendment to Loan and Security Agreement dated as of April 14, 2013, as amended by a certain Second Amendment and Default Waiver to Loan and Security Agreement dated as of October 16, 2013, and as further amended by a certain Third Amendment and Default Waiver to Loan and Security Agreement of even date herewith (as amended and in effect, the “**Loan Agreement**”). *Capitalized terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement.*

B. Bank is willing to make certain modifications of the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the Obligations.

C. 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its 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 or 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 1 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 2 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 3 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 4 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 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. Protection and Registration of Intellectual Property Rights. Grantor covenants and agrees that it shall:

(a) (i) Protect, defend and maintain the validity and enforceability of its Intellectual Property Collateral; (ii) promptly advise Bank in writing of material infringements or any other event that could reasonably be expected to materially and adversely affect the value of its Intellectual Property Collateral; and (iii) not allow any Intellectual Property Collateral material to Grantor’s business to be abandoned, forfeited or dedicated to the public without Bank’s written consent.

(b) To the extent not already disclosed in writing to Bank, if Grantor (i) obtains any Patent, registered Trademark, registered Copyright, registered Mask Work, or any pending application for any of the foregoing, whether as owner, licensee or otherwise, or (ii) applies for any Patent or the registration of any Trademark, then Grantor shall immediately provide written notice thereof to Bank and shall execute such intellectual property security agreements and other documents and take such other actions as Bank may request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Bank in such property. If Grantor decides to register any Copyrights or Mask Works in the United States Copyright Office, Grantor shall: (x) provide Bank with at least fifteen (15) days prior written notice of Grantor’s intent to register such Copyrights or Mask Works together with a copy of the application it intends to file with the United States Copyright Office (excluding exhibits thereto); (y) execute an intellectual property security agreement and such other documents and take such other actions as Bank may request in its good faith business judgment to perfect and maintain a first priority perfected security interest in favor of Bank in the Copyrights or Mask Works intended to be registered with the United States Copyright Office; and (z) record such intellectual property security agreement with the United States Copyright Office contemporaneously with filing the Copyright or Mask Work application(s) with the United States Copyright Office. Grantor shall promptly provide to Bank copies of all applications that it files for

Patents or for the registration of Trademarks, Copyrights or Mask Works, together with evidence of the recording of the intellectual property security agreement required for Bank to perfect and maintain a first priority perfected security interest in such property.

(c) Provide written notice to Bank within ten (10) days of entering or becoming bound by any Restricted License (other than over-the-counter software that is commercially available to the public). Grantor shall take such steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for (i) any Restricted License to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any such Restricted License, whether now existing or entered into in the future, and (ii) Bank to have the ability in the event of a liquidation of any Collateral to dispose of such Collateral in accordance with Bank's rights and remedies under this Agreement and the other Loan Documents. As used herein, "**Restricted License**" is any material license or other agreement with respect to which Grantor is the licensee (a) that prohibits or otherwise restricts Grantor from granting a security interest in Grantor's interest in such license or agreement or any other property, or (b) for which a default under or termination of could interfere with the Bank's right to sell any Collateral.

5. 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.

6. 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.

7. Governing Law. Section 11 of the Loan Agreement is hereby incorporated by reference in its entirety.

[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:

940 Stewart Drive, Suite 101
Sunnyvale, CA 94085
Phone: 408-641-2200

Attn: Chief Financial Officer

REDSEAL NETWORKS, INC.

By: BL Finley

Name: BOB FINLEY

Title: CFO

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

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:

2540 Mission College Blvd.
Santa Clara, CA 95054

Attn: Chief Financial Officer

REDSEAL NETWORKS, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Advisory Services

SILICON VALLEY BANK

By:  _____

Name: Sheila Colson

Title: Managing Director

EXHIBIT 1

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

THERE ARE NONE

EXHIBIT 2

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

SEE LIST FOLLOWING THIS PAGE

89882-684813US	000100US	KAllen	METHOD AND APPARATUS FOR NETWORK WIDE POLICY-BASED ANALYSIS OF CONFIGURATION OF DEVICES	Alan Jules Mayer	09354.327 9/7/01	7,023,562 2/2/06	US-2002-0178246-A1 11/29/02	Issued Maintenance Fees Due 7.5 Years Paid 7/24/2014 11.5 Year Due July 21, 2018
89882-704870US	000100US	KAllen	METHOD AND APPARATUS FOR NETWORK WIDE POLICY-BASED ANALYSIS OF CONFIGURATIONS OF DEVICES	Alan Jules Mayer	11235.062 1/18/06		US-2006-0126672-A1 6/15/06	Closed - Abandoned
89882-706058US	000120US	KAllen	METHOD AND APPARATUS FOR NETWORK WIDE POLICY-BASED ANALYSIS OF CONFIGURATIONS OF DEVICES	Alan Jules Mayer	11270.606 1/18/05	8,135,915 3/12/12	US-2005-0129670-A1 6/15/06	Issued Maintenance Fees Due 3.5 Year Due September 13, 2015
89882-695798US	000200US	KAllen	METHOD AND APPARATUS FOR TESTING COMPUTER NETWORK ACCESS AND TRAFFIC CONTROL SYSTEMS	Brian Leung Anthony Hayward	60376.557 5/10/2			Closed - Expired
89882-695808US	000100PC	KAllen	SYSTEM AND METHOD FOR TESTING COMPUTER NETWORK ACCESS AND TRAFFIC CONTROL SYSTEMS	Brian Leung Anthony Hayward	PC70350332838 10/15/03		WO 2004/036444 4/29/04	Closed - Expired
89882-695810US	000210US	KAllen	SYSTEM AND METHOD FOR TESTING COMPUTER NETWORK ACCESS AND TRAFFIC CONTROL SYSTEMS	Brian Leung Anthony Hayward	10271.125 10/15/02		US-2003-0038615-A1 11/6/03	Closed - Abandoned
89882-710728US	000100US	KAllen	PRIORITIZED NETWORK VULNERABILITY DETERMINATION METHODS AND APPARATUS	Alan Jules Mayer	60811.603 6/7/05			Closed - Expired
89882-713979US	000110US	KAllen	ADAPTIVE NETWORK RISK VULNERABILITY DETERMINATION METHODS AND APPARATUS	Alan Jules Mayer Brian Leung Michael A. Lloyd	60804.593 6/7/06			Closed - Expired
89882-713819US	000100US	KAllen	ADAPTIVE NETWORK VULNERABILITY DETERMINATION METHODS AND APPARATUS	Alan Jules Mayer	60804.592 6/7/06			Closed - Expired
89882-736588US	000610US	KAllen	METHODS AND APPARATUS FOR DETERMINING NETWORK RISK BASED UPON INCOMPLETE NETWORK CONFIGURATION DATA	Alan Jules Mayer Brian Leung Michael A. Lloyd	11767.969 6/7/07	6,367,444 11/8/10		Issued Maintenance Fees Due 3.5 Year Due May 6, 2016

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89882-738667US 00820US Kaitlen	NETWORK SECURITY VISUALIZATION METHODS, APPARATUS AND GRAPHICAL USER INTERFACES	Alan Jules Meyer Brian Leung Michael A. Lloyd	11781,972 8/12/07	7,930,858 2/15/11	Issued Maintenance Fees Due 3.5 Year Due August 15, 2014
89882-730548US 000630US Kaitlen	METHODS AND APPARATUS FOR PRIORITIZATION OF REMEDIATION TECHNIQUES FOR NETWORK SECURITY RISKS	Alan Jules Meyer Brian Leung Michael A. Lloyd	11781,977 8/12/07	8,132,260 3/6/12	Issued Maintenance Fees Due 3.5 Year Due September 5, 2015
89882-730588US 000648US Kaitlen	ADAPTIVE RISK ANALYSIS METHODS AND APPARATUS	Alan Jules Meyer Brian Leung Michael A. Lloyd	11781,982 8/12/07	9,321,943 1/27/12	Issued Maintenance Fees Due 3.5 Year Due May 27, 2016
89882-756007US 000700US Kaitlen	METHOD AND APPARATUS FOR ASSESSING AS-BUILT NETWORKS USING POLICY WHITE LISTS	Michael A. Lloyd Cary D. Jackson Ralph Taron Branner Jennifer Gates Durham	51707,355 8/29/08		Closed - Expired
89882-772717US 000710US Al ezak	METHOD AND APPARATUS FOR ASSESSING POLICY COMPLIANCE OF AS-BUILT DATA NETWORKS	Michael A. Lloyd Cary D. Jackson Ralph T. Branner Jennifer Gates Durham	12537,780 8/7/08	5,279,257 7/27/13	Issued Maintenance Fees Due 3.5 Year Due January 2, 2017
89882-872467US 000800US Kaitlen	METHOD AND SYSTEM FOR EVALUATING ACCESS GRANTED TO USERS MOVING DYNAMICALLY ACROSS ENDPOINTS IN A NETWORK	Michael A. Lloyd	81801,371 11/7/13		Pending

EXHIBIT 3

Trademarks

Description	Type	Registration Number	Serial Number	Filing Date	Registration Date
NETWORK SECURITY DARK SPACE	Standard Character	--	85846293	2/11/13	--
RR REDSEAL NETWORKS	Design + Words, Letters and/or Numbers	4360045	85614176	5/2/12	7/2/13
[Design]	Design	--	78859812	4/12/06	--
REDSEAL	Standard Character	3345964	78859804	4/12/06	11/27/07
ARA	Standard Character	--	78859808	4/12/06	--

EXHIBIT 4

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

THERE ARE NONE