

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LANCOPE, INC.		05/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2853777	LANCOPE	
Registration Number:	3456044	STEALTHWATCH	
Serial Number:	86194616	LANCOPE	
Serial Number:	86194635	STEALTHWATCH	
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:	Darlena Bari Stark		
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:	F150004		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	05/28/2014		
Total Attachments: 22			
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OP \$115.00 2853777

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of May 27, 2014, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("**Bank**") and **LANCOPE, INC.**, a Delaware corporation with its principal place of business located at 3650 Brookside Parkway, Suite 400, Alpharetta, Georgia 30022 ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be 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 Grantor, 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 Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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.

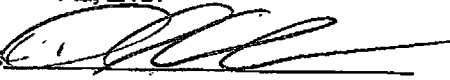
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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:

LANCOPE, INC.

By: 

Title: COO & CEO

BANK:

SILICON VALLEY BANK

By: _____

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:

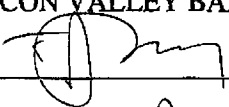
LANCOPE, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

[Attached]



IP PATENT STATUS CHART

LANCOPE, INC. (10775)

Updated: May 6, 2014

No.	MIMM NUMBER #	TITLE	NUMBER	STATUS
1.	10775-31802	System and Method For Monitoring Network Traffic	U.S. 60/250,261 Prov. Filed: 11/30/2000	EXPIRED – CONVERTED TO NPA
2.	10775-36246	Flow-Based Detection of Network Intrusions	U.S. 10/000,396 Filed: 11/30/2001	Patent Issued: 7,185,368 on 02/27/2007 Claims priority to: 60/250,261 (#31802) 01/21/2014: Revd instructions and funds from client to pay maintenance fee.
3.	10775-36358	Flow-Based Detection of Network Intrusions	PCT/US01/45275 Filed: 11/30/2001	Second Maintenance Fee Due: 08/27/2014 EXPIRED (National Stage Entered: EP, CA, AU) Claims priority to: 60/265,194 (#33182) 60/250,261 (#31802)
4.	10775-41298	Australia Flow-Based Detection of Network Intrusions	2002230541	Granted Will sent client estimate closer to date. Annuity Due 11/30/2014
5.	10775-41300	Canada Flow-Based Detection of Network Intrusions	2,430,571	Granted Will sent client estimate closer to date. Annuity Due 11/30/2014
6.	10775-41299	EP Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annuity Due 11/30/2014



IP PATENT STATUS CHART

LANCOPE, INC. (10775)

Updated: May 6, 2014

No.	MIMI MEMBER #	TITLE	NUMBER	STATUS
7.	10775-41299	Belgium (EP1338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annunity Due 11/30/2014
8.	10775-41299	France (EP1338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annunity Due 11/30/2014
9.	10775-41299	Germany (EP1338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annunity Due 11/30/2014
10.	10775-41299	Ireland (EP1338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annunity Due 11/30/2014
11.	10775-41299	Luxembourg (EP1338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annunity Due 11/30/2014
12.	10775-41299	Monaco (EP1338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annunity Due 11/30/2014



**IP PATENT STATUS CHART
LANCOPE, INC. (10775)**

Updated: May 6, 2014

No.	MIMM NUMBER #	TITLE	NUMBER	STATUS
13.	10775-41299	Switzerland (EPI338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annuity Due 11/30/2014
14.	10775-41299	Great Britain (EPI338130) Flow-Based Detection of Network Intrusions	01990779.9/ 1338130	Granted Will sent client estimate closer to date. Annuity Due 11/30/2014
15.	10775-58344	(CONTINUATION) Flow-Based Detection of Network Intrusions	U.S. 11/624,441 Filed: 01/18/2007	Patent Issued: 7,475,426 on 01/06/2009 Claims priority to 10/000,396 Second Maintenance Fee Due: 07/06/2016
16.	10775-49971	Packet Sampling Flow-Based Detection Of Network Intrusions (CIP)(sFLOW)	U.S. 10/908,809 Filed: 05/26/2005	Patent Issued: 7,512,980 on 03/31/2009 Claims priority to: 10/000,396 (#36246) Second Maintenance Fee Due: 09/30/2016
17.	10775-50306	Packet Sampling Flow-Based Detection Of Network Intrusions	PCT/US05/18860 Filed: 05/27/2005	EXPIRED Enter National Stage Deadline: 11/26/2007 (No national stage applications filed) Claims priority to: 10/908,809 (#49971)
18.	10775-33182	The Use of Flows to Analyze Data Network Traffic	U.S. 60/265,194 Prov. Filed: 01/31/2001	EXPIRED – CONVERTED TO NPA



**IP PATENT STATUS CHART
LANCOPE, INC. (10775)**

Updated: May 6, 2014

No.	MIMI NUMBER#	TITLE	NUMBER	STATUS
19.	10775-36791	Network Port Profiling	U.S. 10/062,621 Filed: 01/31/2002	Patent Issued: 7,290,283 on 10/30/2007 Claims priority to: 60/265,194 (#33182) 60/250,261 (#31802) Second Maintenance Fee Due: 04/30/2015
20.	10775-62208	(CONTINUATION) Network Port Profiling	U.S. 11/844,568 Filed: 08/24/2007	Patent Issued: 7,886,358 on 02/08/2011 Claims priority to 10/062,621 01/21/2014: Rcvd client instructions and funds to pay maintenance fee. First Maintenance Fee Due: 08/08/2014
21.	10775-36790	Network Port Profiling	PCT/US02/02871 Filed: 01/31/2002	EXPIRED (National Stage Entered: EP, CA, AU) Claims priority to: 60/265,194 (#33182) 60/250,261 (#31802)
22.	10775-41982	Canada Network Port Profiling	2,436,710	Granted Annuity paid Annuity Due 1/31/2014
23.	10775-41983	EP Network Port Profiling	02707647.0	Abandoned



IP PATENT STATUS CHART

LANCOPE, INC. (10775)

Updated: May 6, 2014

No.	M/M/M/M MATTER#	TITLE	NUMBER	STATUS
24.	10775-41984	Australia Network Port Profiling	2002242043	Granted Annuity paid Annuity Due 1/31/2014
25.	10775-37291	Network Service Zone Locking (CIP)	U.S. 10/106,298 Filed: 03/25/2002	Patent Issued: 7,644,151 on 01/04/2010 Claims priority to: 10/062,621 (#36791) Second Maintenance Fee Due: 07/05/2017
26.	10775-71978	(CONTINUATION) Network Service Zone Locking	U.S. 12/628,892 Filed: 12/01/2009	Patent Issued: 7,895,326 on 02/22/2011 Claims priority to 10/106,298 01/21/2014: Rcvd instruction and funds from client to pay maintenance fee. First Maintenance Fee Due: 08/22/2014
27.	10775-37290	Network Service Zone Locking	PCT/US02/09290 Filed: 3/25/2002	EXPIRED (National Stage Entered: EP, CA, AU) Claims priority to: 10/062,621 (#36791) Granted
28.	10775-45637	Australia Network Service Zone Locking	2002254385	Annuity paid Annuity Due 3/25/2014



**IP PATENT STATUS CHART
LANCOPE, INC. (10775)**

Updated: May 6, 2014

No.	MMM MATTER #	TITLE	NUMBER	STATUS
29.	10775-45889	Canada Network Service Zone Locking	2,470,294	Granted Annuity paid Annuity Due 3/25/2014
30.	10775-45807	EP Network Service Zone Locking	02723615.7	Pending Annuity paid Annuity Due 3/25/2014 02/07/2014: FA filed response to Examination Report due 02/07/2014. 06/19/2013: adv FA to file accelerated prosecution request



IP PATENT STATUS CHART
LANCOPE, INC. (10775)

Updated: May 6, 2014

No.	M/M/M MATTER #	TITLE	NUMBER	STATUS
31.	10775-91941	Europe (DIV) (DIV of 10775-45807) Network Service Zone Locking	13172573.1	Pending 5/26/14: Hong Kong filing deadline – req client instr by 3/1/14 Annuity paid 3/31/2014: 13 th annuity deadline 1/31/14: Did Steves adv if wish to pay early the future examination and designation fees? No deadline yet but fees will increase on 4/1/14 so can pay early if wish to-or can pay later when the EPO issues the actual deadline. See ltr dated 1/2/14 for info. 10/04/2013: FA filed DIV claim set based on '326 claims, filed PPH, and paid renewal fees – deadline 10/18/2013 (client wired all monies) 7/12/2013: Adv FA to pay filing/search fees (deadline 07/18/2013, est. US\$3,931) 06/18/2013: Filed Div app. Total est. DIV filing fees: \$18,478 (but was a little more)



IP PATENT STATUS CHART
LANCOPE, INC. (10775)

Updated: May 6, 2014

No.	MMI NUMBER #	TITLE	NUMBER	STATUS
32.	10775-93337	Distributed Behavior Based Anomaly Detection	61/878,710	Pending 10/31/2013: Filed Statement under 373 10/24/2013: Filed Declarations, POA, Assignment 09/17/2013: PPA filed

EXHIBIT C

Trademarks

[Attached]



IP TRADEMARK STATUS CHART

LANCOPE, INC. (10775)

Updated: May 1, 2014

NO.	M/M/M MATTER #	MARK/CLASS	COUNTRY	APP NO./ REG NO.	PENDING DATE/ REG DATE	STATUS
1.	10775-31801	LANCOPE IC 009 Computer hardware and software and user's manuals packaged as a unit therewith for network security and monitoring network traffic and access.	US	78/260,124 2,853,777	06/09/2003 07/15/2004	<ul style="list-style-type: none"> • Registered • Merger articles Lancope (GA) into Lancope (DE) recorded 4/04/14 • Section 8 & 15 combined declaration accepted and acknowledged 6/24/10 • Section 8&9 due 07/15/2014
2.	10775-40440	STEALTHWATCH IC 009 Computer hardware and software and user's manuals packaged as a unit therewith for network security and monitoring network traffic and access.	US	76/315,733 3,456,044	09/21/2003 07/01/2008	<ul style="list-style-type: none"> • Registered • Merger articles Lancope (GA) into Lancope (DE) recorded 4/04/14 • Section 8 & 15 due 07/01/2014



IP TRADEMARK STATUS CHART

LANCOPE, INC. (10775)

Updated: May 1, 2014

NO.	M/M/M NUMBER #	MARK/CLASS	COUNTRY	APP NO./ REG NO	FILING DATE/ REG DATE	STATUS
3.	10775-95257	<p>LANCOPE</p> <p>IC 042 Computer consultation in the field of computer security; Computer technology support services, namely, help desk services; Preparation, update, installation and maintenance of computer software</p>	US	86/194,616	02/14/2014	<ul style="list-style-type: none"> • Pending • New application will be assigned to an examining attorney approximately 3 months after filing date.
4.	10775-95310	<p>STEALTHWATCH</p> <p>IC 0042 Computer consultation in the field of computer security; Computer technology support services, namely, help desk services; Preparation, update, installation and maintenance of computer software</p>	US	86/194,635	02/14/2014	<ul style="list-style-type: none"> • Pending • New application will be assigned to an examining attorney approximately 3 months after filing date.
5.	10775-67231	CONCERN INDEX	US			<ul style="list-style-type: none"> • Not filed



IP TRADEMARK STATUS CHART

LANCOPE, INC. (10775)

Updated: May 1, 2014

International Trademarks

NO.	MM/MATTER #	MARK/CLASS	COUNTRY	APP NO. / REG NO	FILING DATE / REG DATE	STATUS
1.	10775-98394	STEALTHWATCH Class 42 & 9	Madrid Protocol AU, CTM (for AT, BX, BG, CZ, DK, FI, FR, DE, IE, IT, LV, PL, SE, UK), EG, IN, JP, MX, NZ, NO, OM, SG, RU, CH, TR	USPTO Reference No. A0041801 claiming as base applications to application no. 86/194,616, Reg. No. 2,853,777	04/03/2014	Pending 04/21/2014: Filed Petition to Director to review Denial of Certification of International Application based on newly recorded merger articles Lancope (GA) into Lancope (DE)
2.	10775-98395	LANCOPE Class 42 & 9	Madrid Protocol AU, CTM (for AT, BX, BG, CZ, DK, FI, FR, DE, IE, IT, LV, PL, SE, UK), EG, IN, JP, MX, NZ, NO, OM, SG, RU, CH, TR	USPTO Reference No. A0041799 claiming as base applications to application no. 86/194,635, Reg. No. 3,456,044	04/03/2014	Pending 04/21/2014: Filed Petition to Director to review Denial of Certification of International Application based on newly recorded merger articles Lancope (GA) into Lancope (DE)
3.	10775-98400	LANCOPE Class 42	Brazil			Filing Confirmed
4.	10775-98401	LANCOPE Class 9	Brazil			Filing Confirmed

TRADEMARK

REEL: 005287 FRAME: 0601



IP TRADEMARK STATUS CHART

LANCOPE, INC. (10775)

Updated: May 1, 2014

NO.	MMI MATTER #	MARK / CLASS	COUNTRY	APP NO. / REG NO.	FILING DATE / REG DATE	STATUS
5.	10775-98402	LANCOPE	Canada			Filing Confirmed
6.	10775-98403	LANCOPE	Gibraltar			Client instructs to hold off
7.	10775-98404	LANCOPE	Hong Kong			Filing Confirmed
8.	10775-98405	LANCOPE	Kuwait			Client instructs to hold off
9.	10775-98406	LANCOPE	Pakistan			Client instructs to hold off
10.	10775-98407	LANCOPE	Qatar			Client instructs to hold off
11.	10775-98408	LANCOPE	Saudi Arabia			Client instructs to hold off
12.	10775-98409	LANCOPE Class 42	South Africa			Filing Confirmed
13.	10775-98582	LANCOPE Class 9	South Africa			Filing Confirmed
14.	10775-98410	LANCOPE	Taiwan			Filing Confirmed
15.	10775-98411	LANCOPE Class 42	Thailand			Filing Confirmed
16.	10775-98580	LANCOPE Class 9	Thailand			Filing Confirmed
17.	10775-98412	LANCOPE	United Arab Emirates			Client instructs to hold off
18.	10775-98413	STEALTHWATCH Class 42	Brazil			Filing Confirmed
19.	10775-98414	STEALTHWATCH Class 9	Brazil			Filing Confirmed

TRADEMARK

REEL: 005287 FRAME: 0602



IP TRADEMARK STATUS CHART
LANCOPE, INC. (10775)

Updated: May 1, 2014

NO.	MM MATTER #	MARK / CLASS	COUNTRY	APP NO. / REG NO.	FILING DATE / REG DATE	STATUS
20.	10775-98415	STEALTHWATCH	Canada			Filing Confirmed
21.	10775-98416	STEALTHWATCH	Gibraltar			Client instructs to hold off
22.	10775-98417	STEALTHWATCH	Hong Kong			Filing Confirmed
23.	10775-98418	STEALTHWATCH	Kuwait			Client instructs to hold off
24.	10775-98419	STEALTHWATCH	Pakistan			Client instructs to hold off
25.	10775-98420	STEALTHWATCH	Qatar			Client instructs to hold off
26.	10775-98421	STEALTHWATCH	Saudi Arabia			Client instructs to hold off
27.	10775-98422	STEALTHWATCH Class 42	South Africa			Filing Confirmed
28.	10775-98583	STEALTHWATCH Class 9	South Africa			Filing Confirmed
29.	10775-98423	STEALTHWATCH	Taiwan			Filing Confirmed
30.	10775-98424	STEALTHWATCH Class 42	Thailand			Filing Confirmed
31.	10775-98581	STEALTHWATCH Class 9	Thailand			Filing Confirmed
32.	10775-98425	STEALTHWATCH	United Arab Emirates			Client instructs to hold off

EXHIBIT D

Mask Works

None.