

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316611

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|---|---|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Packet Design, LLC | | 08/31/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road | | |
| Internal Address: | National Documentation Services, Mail Code 7578 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | a Texas banking association: TEXAS | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3208353 | TRAFFIC EXPLORER | |
| Registration Number: | 3208288 | ROUTE EXPLORER | |
| Registration Number: | 2885008 | PACKET DESIGN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7349302494 | | |
| <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: | 734-930-0121 | | |
| Email: | asujek@bodmanlaw.com | | |
| Correspondent Name: | Angela Alvarez Sujek - Bodman PLC | | |
| Address Line 1: | 201 South Division, Suite 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Angela Alvarez Sujek | | |
| SIGNATURE: | /Angela Alvarez Sujek/ | | |
| DATE SIGNED: | 09/10/2014 | | |
| Total Attachments: 6 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2014 by and between COMERICA BANK ("Bank") and PACKET DESIGN LLC, a Delaware limited liability company ("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 Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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.

B. 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 certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has 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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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:

7801 N Capital of Texas Hwy, Suite 230
Austin, TX 78731

PACKET DESIGN, LLC

By: 

Title: CFO

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Title: Senior Vice President

EXHIBIT A

Copyrights

None.

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TRADEMARK
REEL: 005360 FRAME: 0406

EXHIBIT B**Patents**

| Title | App. No. | Filing Date | Reg. No. | Date Granted |
|---|-----------|-------------|-----------|--------------|
| System and method for identifying cost metrics for a network | 11/906424 | 10/1/07 | 7,688,740 | 3/30/10 |
| System and method for securing route processors against attack | 10/317917 | 12/12/02 | 7,539,191 | 5/26/09 |
| Method and apparatus for allocating traffic among routers on a computer network | 10/298938 | 11/18/02 | 7,334,045 | 2/19/08 |
| System and method for identifying cost metrics for a network | 10/374882 | 2/26/03 | 7,277,393 | 10/2/07 |
| System and method for identifying addresses to modify and the effects thereof | 10/298918 | 11/18/02 | 7,197,573 | 3/27/07 |
| System and method for secure communication of routing messages | 10/317582 | 12/12/02 | 7,120,792 | 10/10/06 |
| System and method for identifying issues related to messages in a communication network | 11/302095 | 12/12/05 | 8,751,624 | 6/10/14 |
| System and method for identifying network topology information | 11/583326 | 10/18/06 | 8,677,016 | 3/18/14 |
| System and method for reporting traffic information for a network | 12/798157 | 3/29/10 | 8,547,851 | 10/1/13 |

| Title | App. No. | Filing Date | Reg. No. | Date Granted |
|--|-----------|-------------|-----------|--------------|
| System and method for identifying VPN traffic paths and linking VPN traffic and paths to VPN customers of a provider | 12/228641 | 8/13/08 | 8,422,502 | 4/16/13 |
| System and method for assisting in troubleshooting a network handling voice over internet protocol traffic | 11/517071 | 9/6/06 | 8,274,901 | 9/25/12 |
| Method and system for causing intra-AS network traffic to be more evenly balanced | 10/174262 | 6/18/02 | 8,135,834 | 3/13/12 |
| System and method for identifying an ingress router of a flow when no IP address is associated with the interface from which the flow was received | 12/228642 | 8/13/08 | 8,824,331 | 9/2/14 |

EXHIBIT C

Trademarks

| Mark | App. No. | Filing Date | Reg. No. | Reg. Date |
|------------------|-----------|-------------|-----------|-----------|
| TRAFFIC EXPLORER | 78/850208 | 3/30/06 | 3,208,353 | 2/13/07 |
| ROUTE EXPLORER | 78/845867 | 3/24/06 | 3,208,288 | 2/13/07 |
| PACKET DESIGN | 78/032207 | 10/24/00 | 2,885,008 | 9/14/04 |

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