

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317059

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETUITIVE, INC.		09/11/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. Six Mile Road		
Internal Address:	MC 7512		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3123549	TRUSTED ALARMS	
Registration Number:	3052522		
Registration Number:	3000435	N NETUITIVE	
Registration Number:	2553373	NETUITIVE	
Registration Number:	2556751	NETUITIVE	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1185 NETUITIVE		
NAME OF SUBMITTER:	Erin O'Brien		
SIGNATURE:	/Erin O'Brien/		
DATE SIGNED:	09/16/2014		

CH \$140.00 3123549

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 11, 2014 by and between COMERICA BANK ("Bank") and NETUITIVE, INC., a Delaware corporation ("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 Amended and Restated Loan and Security Agreement dated as of May 7, 2014 (as the same may from time to time be amended, modified, supplemented, or restated, the "Loan Agreement").

B. Bank and Grantor intend on entering into a First Amendment and Waiver to Amended and Restated Loan and Security Agreement dated as of the date hereof. Bank is willing to continue 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 Grantor and 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 (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. Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.

Grantor represents and warrants that as of the date hereof 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.

All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement. This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of page left intentionally blank.]

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:

12700 Sunrise Valley Drive
Reston, VA 20191

Attn: CFO

NETUTIVE, INC.

By: 
Title: CFO

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services

COMERICA 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:

Address of Grantor:

12700 Sunrise Valley Drive
Reston, VA 20191

Attn: _____

NETUITIVE, INC.

By: _____
Title: _____

BANK:

Address of Bank:

m/c 7578
39200 W. Six Mile Road
Livonia, MI 48152

Attn: National Documentation Services

COMERICA BANK

By: Moty Buegg
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
Method and system for analyzing and predicting the performance of computer network using time series measurements	7,280,988	10/09/07
Automated analyzers for estimation systems	7,127,439	10/24/06
Computer performance estimation system configured to take expected events into consideration	7,099,799	08/29/06
Enhanced computer performance forecasting system	6,876,988	04/05/05
Multi-kernel neural network concurrent learning, monitoring, and forecasting system	6,647,377	11/11/03
Automatic data extraction, error connection and forecasting system	6,591,255	07/08/03
Concurrent learning and performance information processing system	6,289,330	09/11/01
Multi-kernel neural network concurrent learning, monitoring, and forecasting system	6,216,119	04/10/01
Concurrent learning and performance information processing system	5,835,902	11/10/98

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Registration/ Application Date</u>
TRUSTED ALARMS	3,123,549	08/01/06
(DESIGN)	3,052,522	01/31/06
N NETUITIVE	3,000,435	09/27/05
NETUITIVE	2,553,373	03/26/02
NETUITIVE	2,556,751	04/02/02