

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323002

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solace Systems, Inc.		10/24/2014	a corporation existing under the laws of Ontario: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	M/C 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3050926	SOLACE SYSTEMS	
<b>Registration Number:</b>	3291676	THE INTELLIGENCE IN THE NETWORK.	
<b>Registration Number:</b>	3160020	SOLACE SYSTEMS	
<b>Registration Number:</b>	2926975	SOLACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	734-930-0121		
<b>Email:</b>	asujek@bodmanlaw.com		
<b>Correspondent Name:</b>	Angela Alvarez Sujek - Bodman PLC		
<b>Address Line 1:</b>	201 South Division, Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	Angela Alvarez Sujek		
<b>SIGNATURE:</b>	/Angela Alvarez Sujek/		
<b>DATE SIGNED:</b>	11/12/2014		
<b>Total Attachments: 8</b>			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 24, 2014, between **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank") and **SOLACE SYSTEMS, INC.**, a corporation existing under the laws of Ontario, Canada ("Debtor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Debtor in the amounts and manner set forth in that certain loan agreement among Bank and Debtor, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, as defined in that certain General Security Agreement executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property.

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 the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations, Debtor grants and pledges to Bank a security interest in all of Debtor'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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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.

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Debtor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Debtor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include

reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Bank's obligation to provide advances is terminated.

[Signatures on following page]

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.

Address of Debtor:

535 Legget Drive, 3<sup>rd</sup> Floor  
Ontario, Canada K2K 3B8

DEBTOR:

**SOLACE SYSTEMS, INC.**, a corporation existing  
under the laws of Ontario, Canada

By: \_\_\_\_\_

Name:

Title:

*R. S. Steen*  
*VP, General Council, Corporate Secretary*

Address of Secured Party:

Comerica Bank  
M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

SECURED PARTY:

**COMERICA BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn:  
Fax:

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.

Address of Debtor:

535 Legget Drive, 3<sup>rd</sup> Floor  
Ontario, Canada K2K 3B8

DEBTOR:

**SOLACE SYSTEMS, INC.**, a corporation existing  
under the laws of Ontario, Canada

By: \_\_\_\_\_  
Name:  
Title:

Address of Secured Party:

Comerica Bank  
M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

SECURED PARTY:

**COMERICA BANK**

By: Omair Ahmed

Name: OMER AHMED

Title: VP

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn:  
Fax:

**EXHIBIT A**

**U.S. Copyrights**

None.

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**TRADEMARK**  
**REEL: 005399 FRAME: 0911**

**EXHIBIT B****U.S. Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Content routing in digital communications networks	11/182756	7/18/05	8,477,627	7/2/13
Subscription Management and Routing Protocol (SMRP) and Method	13/028666	2/16/11	8,467,389	6/18/13
Assured delivery message system and method	11/739468	4/24/07	8,144,714	3/27/12
Serviceable networking appliance chassis	11/925243	10/26/07	8,107,256	1/31/12
Transformation module for transforming documents from one format to other formats with pipelined processor having dedicated hardware resources	11/552849	10/25/06	7,925,971	4/12/11
Method and apparatus for operations, administration and maintenance of a network messaging layer	11/926268	10/29/07	7,924,730	4/12/11
Dynamic links in content-based networks	11/012098	12/16/04	7,895,299	2/22/11
Data logging in content routed networks	11/312380	12/21/05	7,895,158	2/22/11
Shared application interworking with virtual private networks	11/612255	12/18/06	7,889,738	2/15/11
Router redundancy in data communication networks	11/425777	6/22/06	7,859,992	12/28/10
Content router with multiple forwarding elements instantiated on hardware entities	11/012169	12/16/04	7,844,733	11/30/10
Implicit routing in content based networks	11/012113	12/16/04	7,801,857	9/21/10

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Title	App. No.	Filing Date	Reg. No.	Date Granted
Low latency and assured delivery using HTTP	11/830280	7/30/07	7,747,694	6/29/10
Low latency, high throughput data storage system	11/781607	7/23/07	7,716,525	5/11/10
Communications apparatus with redundant switching or backpressure mechanism	11/668309	1/29/07	7,706,255	4/27/10
Highly scalable subscription matching for a content routing network	11/224045	9/13/05	7,627,570	12/1/09
Meta-tagging in content routed networks	11/012168	12/16/04	7,526,493	4/28/09
Coding of routing protocol messages in markup language	11/012097	12/16/04	7,512,125	3/31/09
Multiplexing of control and data over an HTTP connection	11/012108	12/16/04	7,486,698	2/3/09
Geospatially Aware Message System and Method	12/698257	2/2/10	n/a	n/a
Messaging system with distributed filtering	13/357951	1/25/12	n/a	n/a
Message delivery system with last message queue	13/493312	6/15/12	n/a	n/a
Replication in assured messaging system	13/652372	10/4/12	n/a	n/a
Assured messaging system with differentiated real time traffic	13/652779	10/16/12	n/a	n/a
Topic discard indication	13/754939	1/31/13	n/a	n/a

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**EXHIBIT C**

**U.S. Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
	78/976264	6/10/04	3,050,926	1/24/06
THE INTELLIGENCE IN THE NETWORK.	78/612099	4/19/05	3,291,676	9/11/07
	78/432912	6/10/04	3,160,020	10/17/06
SOLACE	78264467	6/19/03	2,926,975	2/15/05

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