

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331701

<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>
Circadence Corporation		07/08/2014	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Van Vlissingen Profit Sharing Trust		
<b>Street Address:</b>	One Overlook Point, Ste. 100		
<b>City:</b>	Lincolnshire		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60069		
<b>Entity Type:</b>	TRUST: UNITED STATES		
<b>Name:</b>	Charles and Sarah Lamphere JTWS		
<b>Street Address:</b>	One Overlook Point, Ste. 100		
<b>City:</b>	Lincolnshire		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60069		
<b>Entity Type:</b>	INDIVIDUAL: ANDORRA		
<b>Name:</b>	C&S Lamphere Investments, LLC		
<b>Street Address:</b>	One Overlook Point, Ste. 100		
<b>City:</b>	Lincolnshire		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60069		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES		
<b>Name:</b>	Craig Asher Revocable Trust		
<b>Street Address:</b>	311 N. Second St. Ste. 207		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60174		
<b>Entity Type:</b>	TRUST: UNITED STATES		
<b>Name:</b>	Carol W. Asher Revocable Trust		
<b>Street Address:</b>	311 N. Second St. Ste. 207		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		

OP \$290.00 2836803

TRADEMARK

<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	David L. Asher Revocable Trust
<b>Street Address:</b>	311 N. Second St. Ste. 207
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	Donald L. Asher Revocable Trust
<b>Street Address:</b>	311 N. Second St. Ste. 207
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	Gabriel Asher 2011 Susman Trust
<b>Street Address:</b>	311 N. Second St. Ste. 207
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	Henry Asher 2011 Susman Trust
<b>Street Address:</b>	311 N. Second St. Ste. 207
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	Hope E. Kalinski Revocable Trust
<b>Street Address:</b>	311 N. Second St. Ste. 207
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	Sarah Asher 2011 Susman Trust
<b>Street Address:</b>	311 N. Second St. Ste. 207
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	William Asher 2011 Susman Trust

**TRADEMARK**

**REEL: 005457 FRAME: 0400**

<b>Street Address:</b>	311 N. Second St. Ste. 207
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60174
<b>Entity Type:</b>	TRUST: UNITED STATES
<b>Name:</b>	John Shoffner
<b>Street Address:</b>	11108 Poplar Ridge Road
<b>City:</b>	Knoxville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37932
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Augustine Fund, LP
<b>Street Address:</b>	141 W. Jackson Blvd. Ste. 2182
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60604
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ILLINOIS
<b>Name:</b>	Silverleaf Consulting, LLC
<b>Street Address:</b>	8230 Dante Dr.
<b>City:</b>	Littleton
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80127
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES
<b>Name:</b>	Dr. Dr. Joseph Matarazzo
<b>Street Address:</b>	6250 Lakeridge Road
<b>City:</b>	Lakewood
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80027
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Saints Capital IV, LP
<b>Street Address:</b>	2020 Union St.
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94123
<b>Entity Type:</b>	LIMITED PARTNERSHIP: CALIFORNIA
<b>Name:</b>	John Harlan
<b>Street Address:</b>	9810 Page
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI

**TRADEMARK**

**REEL: 005457 FRAME: 0401**

Postal Code:	63132
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Stephen Hart
Street Address:	2020 Grande Loch
City:	Roswell
State/Country:	GEORGIA
Postal Code:	30075
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Judy Pasquale
Street Address:	443 N. Franklin St., Ste. 210
City:	Syracuse
State/Country:	NEW YORK
Postal Code:	13204
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	R. Neal Melton
Street Address:	10612 Emory Road
City:	Luttrell
State/Country:	TENNESSEE
Postal Code:	37779
Entity Type:	INDIVIDUAL: UNITED STATES

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	2836803	CIRCADENCE
Registration Number:	4005180	CIRCADENCE
Registration Number:	4181626	CIRCADENCE VVVV
Registration Number:	4232103	CIRCADENCE SPARK
Registration Number:	2732657	TRANSPORT MORPHING PROTOCOL
Registration Number:	4047886	TECHNOLOGY POWERED BY TOMORROW
Serial Number:	85496340	CIRCADENCE TECHNOLOGY POWERED BY TOMORRO
Registration Number:	4256431	CIRCADENCE TECHNOLOGY POWERED BY TOMORRO
Registration Number:	2843394	CIRCADENCE
Registration Number:	2840615	TMP
Serial Number:	77726707	ACCELERATE YOUR WORLD

**CORRESPONDENCE DATA**

Fax Number: 3036485529

*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.*

Phone: 303 926 4829

**TRADEMARK**

**REEL: 005457 FRAME: 0402**

**Email:** jevans@gcsdlaw.com  
**Correspondent Name:** JONATHAN EVANS  
**Address Line 1:** 5480 VALMONT  
**Address Line 2:** SUITE 200  
**Address Line 4:** BOULDER, COLORADO 80301

**NAME OF SUBMITTER:** Jonathan Evans

**SIGNATURE:** /Jonathan Evans/

**DATE SIGNED:** 02/10/2015

**Total Attachments: 36**

source=Circadence Intellectual Property Security Agreement - FINAL#page1.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page2.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page3.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page4.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page5.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page6.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page7.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page8.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page9.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page10.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page11.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page12.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page13.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page14.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page15.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page16.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page17.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page18.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page19.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page20.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page21.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page22.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page23.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page24.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page25.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page26.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page27.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page28.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page29.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page30.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page31.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page32.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page33.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page34.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page35.tif  
source=Circadence Intellectual Property Security Agreement - FINAL#page36.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of July 8, 2014 by and between each of the persons and entities listed on the attached Schedule of Secured Parties, as the same may be amended from time to time (each, a “**Secured Party**” and collectively, the “**Secured Parties**”) and **CIRCADENCE CORPORATION**, a Delaware corporation, with its principal place of business at 1011 Walnut Street, Suite 400, Boulder, CO 80302 (“**Grantor**”).

### RECITALS

A. The Secured Parties have agreed to make certain loans to Debtor in the amounts and manner set forth in (i) those certain Secured Promissory Notes of Debtor made payable to the Secured Parties (the “**Notes**”) and (ii) that certain Secured Note and Warrant Purchase Agreement by and among Debtor and Secured Parties dated of even date herewith (as the same may from time to time be amended, modified, supplemented or restated, the “**Purchase Agreement**” and together with this Agreement, the Security Agreement and the Warrants (as such terms are defined in the Purchase Agreement) and the Notes, the “**Loan Documents**”) on the condition, among others, that Grantor shall grant to Secured Parties a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Documents.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to the Secured Parties 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

To secure its obligations under the Loan Documents, Grantor grants and pledges to Secured Parties 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:

1. 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**”);

2. 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;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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**”);

5. 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**”);

6. 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**”);

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to Secured Parties under the Security Agreement. The rights and remedies of the Secured Parties 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 the Secured Parties as a matter of law or equity. Each right, power and remedy of the Secured Parties 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 the Secured Parties of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement 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 the Secured Parties, of any or all other rights, powers or remedies.

Notwithstanding the foregoing, the rights and remedies of the Secured Parties hereunder shall be subject to the terms and conditions of that certain Subordination Agreement dated on or about the date hereof between the Secured Parties and Amegy Business Bank.

All actions, omissions and decisions of the Secured Parties hereunder or any amendment of the Notes, the Purchase Agreement, or this Agreement (each called herein “**Act of the Secured Parties**”), shall be determined by the written consent of the Required Secured Parties. For purposes of this Agreement and the other Loan Documents, the term “**Required Secured Parties**” shall mean any Secured Party or Secured Parties (or their respective successors or assigns) holding a majority of the outstanding and unpaid principal amount owing under all Notes then outstanding. Any Act of the Secured Parties effected in accordance with this paragraph shall be binding upon all Secured Parties and any transferees of the Notes. Each Secured Party shall take such actions and execute such documents as may be necessary to confirm or accomplish any Act of the Secured Parties.

This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by both (a) the Required Secured Parties and (b) Debtor. A waiver shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Parties rights or remedies and shall not operate as a waiver thereof.

[Signature pages follow.]




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:**

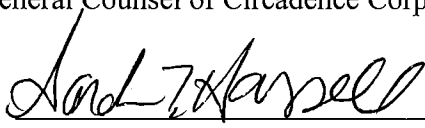
**CIRCADENCE CORPORATION**

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

  
Peter-Christian Olivo  
Executive Vice President and General Counsel

STATE OF COLORADO    )  
  )  
COUNTY OF BOULDER    )

The foregoing instrument was acknowledged before me this 9 day of July 2014, by Peter-Christian Olivo (who is known to me personally or who produced a driver's license as identification), the Executive Vice President and General Counsel of Circadence Corporation, a Delaware corporation, on behalf of such company.

  
\_\_\_\_\_  
Notary Public

(Notary Seal)



**SECURED PARTIES**

**VAN VLISSINGEN PROFIT SHARING TRUST**

Signature: 

Printed Name: Charles R. Lamphere

Title: Trustee  
(if signatory is signing on behalf of an entity)

Address: One Overlook Point, Ste. 100  
Lincolnshire, IL 60069

Phone: 847-634-2300

Email: crl@vvco.com

**CHARLES AND SARAH LAMPHERE JTWRs**

Signature: 

Printed Name: Charles R. Lamphere

Title: Authorized Signer  
(if signatory is signing on behalf of an entity)

Signature: 

Printed Name: Sarah K. Lamphere

Title: Authorized Signer

Address: One Overlook Point, Ste. 100  
Lincolnshire, IL 60069

Phone: 847-634-2300

Email: [crl@vvco.com](mailto:crl@vvco.com)

**C&S LAMPHERE INVESTMENTS, LLC**

Signature: *Charles R. Lamphere*

Printed Name: Charles R. Lamphere

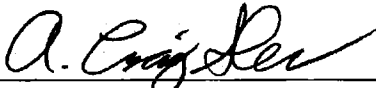
Title: MEMBER  
(if signatory is signing on behalf of an entity)

Address: One Overlook Point, Ste. 100  
Lincolnshire, IL 60069

Phone: 847-634-2300

Email: [crl@vvco.com](mailto:crl@vvco.com)

**CRAIG ASHER REVOCABLE TRUST**

Signature: 

Printed Name: A. Craig Asher

Title: Trustee  
(if signatory is signing on behalf of an entity)

Address: 3416 30<sup>th</sup> Street NW  
Washington, DC 20008

Phone: 415-297-6451

Fax: 240-396-5618

Email: [casher@vitalvc.com](mailto:casher@vitalvc.com)

**CAROL W. ASHER REVOCABLE TRUST**

Signature: Carol W. Asher

Printed Name: Carol W. Asher

Title: Trustee  
(if signatory is signing on behalf of an entity)

Address: 311 N. Second St. Ste. 207  
Chicago, IL 60174

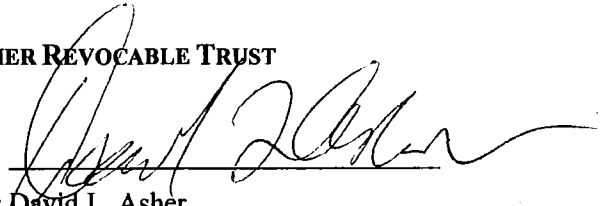
Phone: 630-443-6100

Fax: 630-443-6103

Email: carolwasher@aol.com

**DAVID L. ASHER REVOCABLE TRUST**

Signature: \_\_\_\_\_



Printed Name: David L. Asher

Title: Trustee

(if signatory is signing on behalf of an entity)

Address: 311 N. Second St. Ste. 207  
Chicago, IL 60174

Phone: 630-443-6100

Fax: 630-443-6103

Email: [dasher8090@aol.com](mailto:dasher8090@aol.com)

**DONALD L. ASHER REVOCABLE TRUST**

Signature: 

Printed Name: Donald L. Asher

Title: Trustee  
(if signatory is signing on behalf of an entity)

Address: 311 N. Second St. Ste. 207  
Chicago, IL 60174

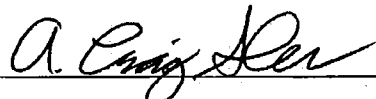
Phone: 630-443-6100

Fax: 630-443-6103

Email: [donaldasher@aol.com](mailto:donaldasher@aol.com)



**GABRIEL ASHER 2011 SUSMAN TRUST**

Signature: 

Printed Name: A. Craig Asher

Title: Trustee  
(if signatory is signing on behalf of an entity)


Address: 3416 30<sup>th</sup> Street NW  
Washington, DC 20008

Phone: 415-297-6451

Fax: 240-396-5618

Email: cashier@vitalvc.com

**HENRY ASHER 2011 SUSMAN TRUST**

Signature: 

Printed Name: A. Craig Asher

Title: Trustee  
(if signatory is signing on behalf of an entity)

Address: 3416 30<sup>th</sup> Street NW  
Washington, DC 20008

Phone: 415-297-6451

Fax: 240-396-5618

Email: [casher@vitalvc.com](mailto:casher@vitalvc.com)

**HOPE E. KALINSKI REVOCABLE TRUST**

Signature: Hope E Kalinski

Printed Name: Hope E. Kalinski

Title: Trustee  
(if signatory is signing on behalf of an entity)


Address: 311 N. Second St. Ste. 207  
Chicago, IL 60174

Phone: 630-443-6100

Fax: 630-443-6103

Email: hope754@msn.com

**SARAH ASHER 2011 SUSMAN TRUST**

Signature: 

Printed Name: David L. Asher

Title: Trustee  
(if signatory is signing on behalf of an entity)

Address: 311 N. Second St. Ste. 207  
Chicago, IL 60174

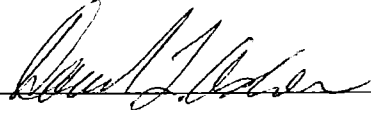
Phone: 630-443-6100

Fax: 630-443-6103

Email: [dasher8090@aol.com](mailto:dasher8090@aol.com)

**WILLIAM ASHER 2011 SUSMAN TRUST**

Signature: \_\_\_\_\_



Printed Name: David L. Asher

Title: Trustee

(if signatory is signing on behalf of an entity)

Address: 311 N. Second St. Ste. 207  
Chicago, IL 60174

Phone: 630-443-6100

Fax: 630-443-6103

Email: [dasher8090@aol.com](mailto:dasher8090@aol.com)

**AUGUSTINE FUND, LP**

Signature: 

Printed Name: John Porter

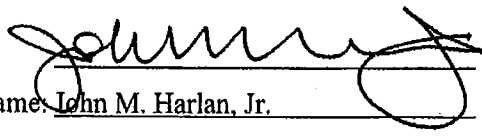
Title: CEO  
(if signatory is signing on behalf of an entity)

Address: 141 W. Jackson Blvd. Ste. 2182  
Chicago, IL 60604

Phone: 312-427-5461

Email: [jporter@augustine.com](mailto:jporter@augustine.com)

**JOHN HARLAN**

Signature: 

Printed Name: John M. Harlan, Jr.

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

(if signatory is signing on behalf of an entity)

Address: 9810 Page Ave.  
St. Louis, MO 63132  
Phone: 314-398-0994  
Fax: 314-890-2351  
Email: johharlan@aol.com

CIRCADENCE INTELLECTUAL PROPERTY SECURITY AGREEMENT SIGNATURE PAGE

Clients:4827-6983-3244.4

**TRADEMARK**  
**REEL: 005457 FRAME: 0421**





**JOSEPH MATARAZZO**

Signature: 

Printed Name: Dr. Joseph Matarazzo


Title: \_\_\_\_\_  
(if signatory is signing on behalf of an entity)

Address: 6250 Lakeridge Rd.  
Lakewood, CO 80027

Phone: 303-237-0072

Fax: 303-237-8458

**R. NEAL MELTON**

Signature: 

Printed Name: R. Neal Melton

Title: \_\_\_\_\_  
(if signatory is signing on behalf of an entity)

Address: 10612 Emory Road  
Luttrell, TN 37779

Phone: 865-805-1536

Email: neal.melton@comcast.net

**JUDY PASQUALE**

Signature: Judy Pasquale

Printed Name: Judy Pasquale

Title: \_\_\_\_\_  
(if signatory is signing on behalf of an entity)

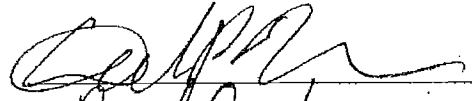
Address: 443 N. Franklin St. Ste. 210  
Syracuse, NY 13204

Phone: 315-427-0095

Email: asp@everestconsultants.net

**SAINTS CAPITAL IV, LP**

Signature:



Printed Name:

*David Owen Levee*

Title:

*Managing Member of Saints Capital IV LLC*

*The General Partner of Saints Capital IV, L.P.*

(if signatory is signing on behalf of an entity)

Address:

2020 Union St.  
San Francisco, CA 94123

Phone:

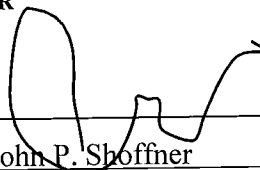
415-395-2894

Email:

ghia@saintscapital.com

**JOHN SHOFFNER**

Signature: \_\_\_\_\_



Printed Name: John P. Shoffner

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

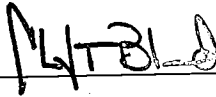
(if signatory is signing on behalf of an entity)

Address: 11108 Poplar Ridge Road  
Knoxville, TN 37932

Phone: 865-368-6688

Email: [jnjtn@att.net](mailto:jnjtn@att.net)

SILVERLEAF CONSULTING, LLC

Signature: 

Printed Name: Christopher T. Blisard

Title: Owner  
(if signatory is signing on behalf of an entity)

Address: 8230 Dante Dr.  
Littleton, CO 80125

Phone: 303-875-0950

Email: [chris@silverleaf-llc.com](mailto:chris@silverleaf-llc.com)

**EXHIBIT A**

**COPYRIGHTS**

None

**EXHIBIT B**

**PATENTS**




Name of Invention	Serial No./ Patent No.	Filing Date/ Issue Date	Inventor(s)	Status
System and Method for Implementing Application Functionality Within a Network Infrastructure	7,975,066	02/03/06 07/05/11	Mark Vange Marc Plumb Michael Kouts Glenn Sydney Wilson	<b>ISSUED</b>
Automated Network Infrastructure Test And Diagnostic System And Method Therefor	8,065,399	12/23/08 11/22/11	Marlin Popeye McFate Mark Vange	<b>ISSUED</b>
System And Method For Reducing Traffic and Congestion on Distributed Interactive Simulation Networks	12/317,719 8,024,481	12/23/08 09/20/11	Randy Thorton Mark Vange	<b>ISSUED</b>
Dynamic Network Link Acceleration	12/584,938 8,195,823  <b>14/044,630 RE45009</b>	09/14/09 6/05/12  <b>10/02/13 07/08/14</b>	Mark Vange Marc Plumb Michael Kouts Glenn Sydney Wilson Randy Thornton Marlin McFate Rob Shaughnessy	<b>ISSUED</b>  <b>REISSUE PATENT ISSUED</b>
Route Aware Network Link Acceleration	12/853,467 8,510,468	08/10/10 08/13/13	Mark Vange Marc Plumb Michael	<b>ISSUED</b>  <b>TRADEMARK REEL: 005457 FRAME: 0431</b>

Network Multiplayer Game	08/878,387 5,964,660	06/18/1997 10/12/1999	Stanley R. James  Brandon D. Gillam	<b>ISSUED</b>
System and Method for Providing Last-Mile Data Prioritization	09/835,871 6,990,531	04/16/2001 01/24/2006	Mark Vange	<b>ISSUED</b>
Conductor Gateway Buffer Prioritization	09/835,874 7,155,539	04/16/2001 12/26/2006	Mark Vange  Glen Sydney Wilson  Marc Plumb  Michael Kouts	<b>ISSUED</b>
Conductor Gateway Prioritization Parameters	09/835,369 7,120,662	04/16/2001 10/10/2006	Mark Vange  Glenn Sydney Wilson  Marc Plumb  Michael Kouts	<b>ISSUED</b>
HTTP Redirector	09/835,939 7,143,195	04/16/2001 11/28/2006	Mark Vange  Glenn Sydney Wilson  Michael Kouts  Marc Plumb  Alexander Chekhovstov	<b>ISSUED</b>
System and Method for Providing Distributed Database Services	09/835,873 7,111,006	04/16/2001 09/19/2006	Mark Vange  Marco Clementoni	<b>ISSUED</b>
System and Method for Implementing Application Functionality Within a Network	09/835,876 7,127,518	04/16/2001 10/24/2006	Mark Vange  Marc Plumb  Michael Kouts	<b>ISSUED</b>


System And Method For Implementin g Application Functionality Within A Network Infrastructure Including Wirelessly Coupled Devices	14/079, 856	11/14/13	Mark Vange Marc Plumb Michael Kouts Glenn Sydney Wilson	<b>PENDING</b>
System and Devices Facilitating Dynamic Network Link Acceleration	14/158, 255	01/17/14	Mark Vange Marc Plumb Michael Kouts Glenn Sydney Wilson Randy Thornton Johnny Lawrence Sartain Meena Panchanathe swaran Nicholas Lancaster William Lake McKeon	<b>PENDING</b>


**EXHIBIT C**

**TRADEMARKS**

<b>Mark</b>	<b>Mark as it should be displayed</b>	<b>App. No. / Reg. No</b>	<b>Class</b>	<b>Goods/Services</b>	<b>Filing / Reg. Date</b>
CIRCADENCE (US)	CIRCADENCE®	76/102,567 2,836,803	42	Provision and operation of computer communications network providing scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery	8/2/00 4/27/04
CIRCADENCE (US)	CIRCADENCE®	85/127,798 4,005,180	9	Computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery	9/13/10 8/2/11
CIRCADENCE (& Design) (US)	CIRCADENCE® 	85/127,830 4,181,626	9; 42	Computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery. FIRST USE: 20100406.  Development of computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery; technical support services, namely, troubleshooting in the nature of diagnosing computer hardware and software problems for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery software; and, integration services in the nature of installation and configuration of computer software for security,	9/13/10

Mark	Mark as it should be displayed	App. No. / Reg. No	Class	Goods/Services	Filing / Reg. Date
				scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery. FIRST USE: 20100406	
CIRCADENCE SPARK	CIRCADENCE SPARK <sup>®</sup>	85/129,391 4,232,103	35	Assistance in management of business activities of authorized value-added resellers	9/14/10 10/30/12
TRANSPORT MORPHING PROTOCOL (US)	TRANSPORT MORPHING PROTOCOL <sup>®</sup>	76/102,284 2,732,657	9	Software providing a method of communication between electronic devices that enables electronic content delivery	8/2/00 7/1/03
TECHNOLOGY POWERED BY TOMORROW (US) (tag line)	TECHNOLOGY POWERED BY TOMORROW <sup>®</sup>	85/127,810 4,047,886	9, 42	9: computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery  42: development of computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery; technical support services namely, troubleshooting in the nature of diagnosing problems with hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery software problems; and, integration services in the nature of computer network configuration services; integration services in the nature of installation and configuration of computer software, namely, computer programming	9/13/10 11/1/11

Mark	Mark as it should be displayed	App. No. / Reg. No	Class	Goods/Services	Filing / Reg. Date
				services for others in the field of software configuration management; all for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery	
CIRCADENCE (Australia)	CIRCADENCE <sup>®</sup>	863609	38; 42	Providing telecommunications and network services, including providing and maintaining the services of scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery;  Providing computer hardware and software operation, including providing and maintaining the services of scalability, prioritisation, efficiency, profitability and performance enhancement of electronic content delivery	11/14/02
CIRCADENCE (European Community)	CIRCADENCE <sup>®</sup>	002028793	38	Provision and operation of computer communications network providing scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery	8/27/02
CIRCADENCE TECHNOLOGY POWERED BY TOMORROW and Design	CIRCADENCE  <sup>®</sup> TECHNOLOGY POWERED BY TOMORROW	85496340 4,256,431	9, 42	9: computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery  42: Development of computer hardware and software for security,	12/15/11 12/11/12

Mark	Mark as it should be displayed	App. No. / Reg. No	Class	Goods/Services	Filing / Reg. Date
				scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery; support services, namely, troubleshooting in the nature of diagnosing computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery software problems; and, integration services in the nature of installation of software and configuration of computer hardware and software for security, scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery	
MVO	MVO <sup>TM</sup>				
MVR	MVR <sup>TM</sup>				
MVS	MVS <sup>TM</sup>				
SERVICE FIDELITY or SERVICE FIDELITY SOLUTION					
CIRCADENCE (Stylized)		2,843,394	42	Provision and operation of computer communications network comprised of hardware and software for scalability, prioritization, efficiency, profitability and performance enhancement of electronic content delivery	Registered 5/18/2004

<b>Mark</b>	<b>Mark as it should be displayed</b>	<b>App. No. / Reg. No</b>	<b>Class</b>	<b>Goods/Services</b>	<b>Filing / Reg. Date</b>
ACCELERATE YOUR WORLD		77/226/707			
TMP		2,840,615	9	Software providing a method of communication between electronic devices that enables electronic content delivery	



**EXHIBIT D**  
**MASK WORKS**

None