

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM333439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverbed Technology Limited		12/01/2011	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Riverbed Technology, Inc.		
Street Address:	199 Fremont Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3697849	ZXTM	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	317-236-1313		
Email:	dwong@btlaw.com		
Correspondent Name:	David A. W. Wong		
Address Line 1:	11 S. Meridian St.		
Address Line 4:	Indianapolis, INDIANA 46204-3535		
ATTORNEY DOCKET NUMBER:	34963-100		
NAME OF SUBMITTER:	David A. W. Wong		
SIGNATURE:	/dwong/		
DATE SIGNED:	02/26/2015		
Total Attachments: 6			
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DATED DECEMBER 1, 2011

(1) RIVERBED TECHNOLOGY LIMITED,

- and -

(2) RIVERBED TECHNOLOGY, INC.

DEED OF ASSIGNMENT OF
INTELLECTUAL PROPERTY
RIGHTS

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THIS DEED OF ASSIGNMENT is made on December 1, 2011

BETWEEN:

- (1) **RIVERBED TECHNOLOGY LIMITED**, a company incorporated and registered in England and Wales with company number 05090414, with its principal place of business at One Thames Valley, Wokingham Road, Level 2, Bracknell, RG42 1NG, United Kingdom ("**Assignor**"); and
- (2) **RIVERBED TECHNOLOGY, INC.**, a company organized and existing under the laws of the state of Delaware, registration number 3526204, with its principal place of business at 199 Fremont Street, San Francisco, California 94105 ("**Assignee**").

IT IS AGREED:

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, and to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world, owned by Assignor, including without limitation any Intellectual Property Rights previously assigned to Assignor by Zeus Technology Ltd. and any Intellectual Property Rights developed by Assignor after such prior assignor;

"**VAT**" means value added tax imposed in any member state of the European Union pursuant to Council Directive (EC) 2006/112 on the common system of value added tax and national legislation implementing that Directive or any predecessor to it, or supplemental to that Directive, or any similar tax which may be substituted for or levied in addition to it or any value added, sales, turnover or similar tax imposed in any country that is not a member of the European Union.

- 1.2 Clause and schedule headings shall not affect the interpretation of this agreement.
- 1.3 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.4 References to clauses and schedules are to the clauses and schedules of this agreement.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, provided that, as between the parties, no such amendment or re-enactment shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party. This clause does not, however, apply in relation to taxation.
- 1.8 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 **Writing or written** includes faxes but not e-mail.
- 1.10 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. ASSIGNMENT

- 2.1 In consideration of an amount equal to the market value for the Intellectual Property Rights, the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Intellectual Property Rights, including
- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the patents and trade marks;
 - 2.1.2 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Intellectual Property Rights whether occurring before, on, or after the date of this assignment.
- 2.2 As of the Effective Date, Assignor and Assignee have estimated the market value of the Intellectual Property Rights to be US\$ 32,710,000 (Thirty Two Million Seven Hundred and Ten Thousand United States Dollars). Upon a determination of a final market value of the Intellectual Property Rights that is different from the US\$ 32,710,000 estimated value, Assignee shall make any necessary payment to Assignor or visa versa to adjust the consideration paid by Assignee to the final market value of the Intellectual Property Rights.

3. VAT

All payments made by the Assignee under this agreement are exclusive of VAT.

4. FURTHER ASSURANCE

- 4.1 The Assignor shall perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests, to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including:

4.1.1 registration of the Assignee as applicant or (as applicable) proprietor of the Intellectual Property Rights; and

4.1.2 assisting the Assignee in obtaining, defending and enforcing the Intellectual Property Rights, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Intellectual Property Rights.

5. ENTIRE AGREEMENT

5.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

5.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.

5.3 Nothing in this clause shall limit or exclude any liability for fraud.

6. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

7. SEVERANCE

7.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

7.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

8. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

9. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

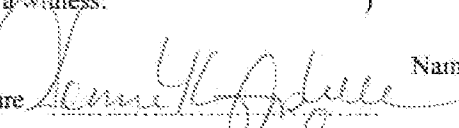
10. GOVERNING LAW AND JURISDICTION

- 10.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed, but not delivered until the)
first date specified on page 1, by RIVERBED)
TECHNOLOGY LIMITED by a director in)
the presence of a witness:)


Signature


Witness signature  Name (block capitals)

RANDY S. GOTTFRIED
DIRECTOR

Witness name DONNA KAY CAMPBELL
(block capitals)

Witness address 199 Fremont St.
San Francisco, CA
94105

Executed as a deed, but not delivered until the)
first date specified on page 1, by RIVERBED)
TECHNOLOGY, INC. by an officer in the)
presence of a witness:)


Signature

Name (block capitals)

Jerry Kennelly
Chief Executive Officer

Witness signature 

Witness name DONNA KAY CAMPBELL
(block capitals)

Witness address 199 Fremont St.
San Francisco, CA
94105