

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339055

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, Inc.		03/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Brocade Communications Systems, Inc.		
Street Address:	130 Holger Way		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3667100	ART OF DEFENCE	
Registration Number:	3737297	HYPER GUARD	
Registration Number:	3764344	HYPERSOURCE	
Registration Number:	3678208	SECURITY 2.0	
Registration Number:	3574455	SIPGUARD	
Registration Number:	4215420	STINGRAY	
Registration Number:	3699491	WEB OF DEFENCE	
Registration Number:	3697849	ZXTM	
CORRESPONDENCE DATA			
Fax Number:	4088274296		
<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:	408-827-4461		
Email:	docket@edgelawgroup.com		
Correspondent Name:	Allen Baden		
Address Line 1:	236 N Santa Cruz		
Address Line 2:	Ste 228		
Address Line 4:	Los Gatos, CALIFORNIA 95030		
ATTORNEY DOCKET NUMBER:	7000-632		
NAME OF SUBMITTER:	Allen J. Baden		

OP \$215.00 3667100

SIGNATURE:	/Allen J Baden/
DATE SIGNED:	04/22/2015
Total Attachments: 6 source=signed Riverbed to Brocade TM Assignment 3-3-15#page1.tif source=signed Riverbed to Brocade TM Assignment 3-3-15#page2.tif source=signed Riverbed to Brocade TM Assignment 3-3-15#page3.tif source=signed Riverbed to Brocade TM Assignment 3-3-15#page4.tif source=signed Riverbed to Brocade TM Assignment 3-3-15#page5.tif source=signed Riverbed to Brocade TM Assignment 3-3-15#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made and entered into as of March 3, 2015, by and between Brocade Communications Systems, Inc., a Delaware corporation ("*Assignee*") and Riverbed Technology, Inc., a Delaware corporation ("*Assignor*").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement entered into on February 4, 2015 (the "*Asset Purchase Agreement*"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor, various assets, including without limitation, the trademarks, trademark registrations and applications for trademark registrations set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks, trademark registrations and applications for trademark registrations;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Asset Purchase Agreement, and for other good and valuable consideration, including one dollar (\$1 USD), the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks, trademark registrations and applications for trademark registrations set forth on Schedule A (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Marks after the Closing, causes of actions, claims for damages, and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Marks and the right to sue for and collect such past, present and future damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees, without charge to Assignee, to assist Assignee in perfecting Assignee's right, title and interest throughout the world in all Marks, and the intellectual property rights therein assigned to Assignee hereunder (it being understood that Assignee shall be solely responsible for any filing fees and related costs associated with the recordation of any assignments associated with any of the foregoing). Such assistance may include execution of documents, including applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Assignee. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Marks, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and

attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor. Assignor agrees that, at Assignee's expense, Assignor will provide such assistance and cooperation as Assignee may reasonably request in connection with Assignee's obtaining registration of any of the Marks, including providing documents and materials in the possession or control of Assignor. In addition, Assignor agrees, upon reasonable prior written notice and at Assignee's sole expense, to provide assistance and cooperation in the enforcement or defense of any Marks, including testifying in any legal proceedings involving enforcement or defense by Assignee of such intellectual property rights and signing lawful papers and making all lawful oaths in connection therewith.

3. GENERAL.

3.1 Severability. In the event that any one or more of the provisions contained in this Assignment or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Assignment and any other application thereof shall not in any way be affected or impaired thereby; *provided, however*, that to the extent permitted by applicable law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Assignment.

3.2 Waiver; Amendment. Any agreement on the part of a party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

3.3 Entire Agreement. The terms of the Asset Purchase Agreement, including but not limited to the representations, warranties, covenants, agreements and indemnities of Seller (as defined in the Asset Purchase Agreement) relating to the Marks, are incorporated herein by this reference. Nothing in this Assignment shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Asset Purchase Agreement in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under, contemplated by or pursuant to the Asset Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3.4 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.5 Choice of Law. This Assignment shall be governed, construed, and enforced in accordance with the Laws of the State of Delaware without regard to the conflicts of law principles thereof.

3.6 Venue. Any and all actions brought in court shall be filed in the state or federal district court located in Delaware and the parties specifically consent and submit to the jurisdiction and venue of each such state or federal court. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in the Asset Purchase Agreement shall be effective service of process for any action with respect to any matters to which it has submitted to jurisdiction in this Section 3.6. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action arising out of this Assignment in any such court, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum.

3.7 Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile or other electronic means), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic means shall be effective as delivery of an originally executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

Riverbed Technology, Inc.,
a Delaware corporation

By: _____
Name: Jerry Kennelly
Title: Chief Executive Officer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

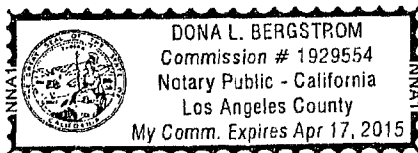
County of LOS ANGELES

On FEBRUARY 20, 2015, before me, DONA L. BERGSTROM, ^{NOTARY PUBLIC} personally appeared Jerry Kennelly, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna Bergstrom



(Seal)

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

"Assignee"

Brocade Communications Systems, Inc.,
a Delaware corporation

By: 

Name: Ken Cheng

Title: CTO and Senior Vice President, Corporate
Development and Emerging Business

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

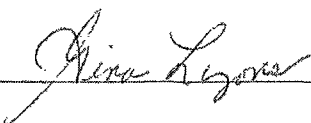
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

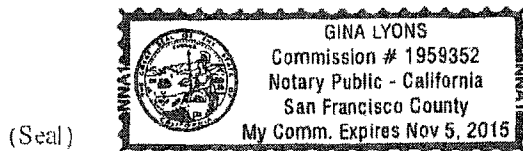
State of California
County of Santa Clara

On February 27, 2015, before me, Gina Lyons, personally appeared Ken Cheng, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

SCHEDULE A

MARKS

Jurisdiction	Serial No. (Application No.)	Reg. No.	Name of Mark	Owner of Record¹
EC	005345781	005345781	art of defence	art of defence GmbH
USA	77/003289	3667100	ART OF DEFENCE	art of defence GmbH
Germany	301092869	30109286	Art of defence & design	art of defence GmbH
USA	77/003326	3737297	HYPER GUARD	art of defence GmbH
EC	005345889	005345889	HYPERGUARD	art of defence GmbH
EC	006681795	006681795	HYPERSOURCE	art of defence GmbH
USA	77/541375	3764344	HYPERSOURCE	art of defence GmbH
EC	005532361	005532361	Security 2.0	art of defence GmbH
USA	77/052074	3678208	SECURITY 2.0	art of defence GmbH
Germany	306226979	30622697	SIPGUARD	art of defence GmbH
USA	77/003347	3574455	SIPGUARD	art of defence GmbH
USA	77/250039	3699491	WEB OF DEFENCE	art of defence GmbH
Germany	305620177	30562017	Web of defence & Design	art of defence GmbH
EC	006223838	006223838	Web of defence & Design	art of defence GmbH
United Kingdom	2482478	2482478	ZEUS	Zeus Technology Limited
United Kingdom	2483070	2483070	ZEUS and Design	Zeus Technology Limited
United Kingdom	2483370	2483370	ZEUS TECHNOLOGY	Zeus Technology Limited
USA	77/578952	3697849	ZXTM	Zeus Technology Limited
United Kingdom	2483745	2483745	ZXTM	Zeus Technology Limited
United Kingdom	2483742	2483742	ZXTM and Design	Zeus Technology Limited
USA	85/464826	4215420	STINGRAY	Riverbed Technology, Inc.
China (People's Republic)	10227622		STINGRAY	Riverbed Technology, Inc.
EC	010438406	010438406	STINGRAY	Riverbed Technology, Inc.
China (People's Republic)	11788393		STINGRAY	Riverbed Technology, Inc.

¹ For the avoidance of doubt, Riverbed Technology, Inc. is the legal owner of each trademark listed in this table.