

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340016

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverbed Technology Inc.		04/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 59			
Property Type	Number	Word Mark	
Registration Number:	3937893	ACCELERATE	
Registration Number:	3982162	ACE LIVE INSIGHTS	
Registration Number:	4019249	AIRPCAP	
Registration Number:	3318287	AIRPCAP	
Registration Number:	4429429	APP911	
Registration Number:	4292908	APPCAPACITY XPERT	
Registration Number:	2640368	APPDOCTOR	
Registration Number:	4272821	APPINTERNALS XPERT	
Registration Number:	4322843	APPMAPPER XPERT	
Registration Number:	4529958	APPNETWORK PATH	
Registration Number:	4152800	APPRESPONSE XPERT	
Registration Number:	4123057	APPSQL XPERT	
Registration Number:	4272820	APPTRANSACTION XPERT	
Registration Number:	3698106	CACE PILOT	
Registration Number:	3732636	CASCADE	
Registration Number:	4234611	CASCADE PILOT	
Registration Number:	3945467	CLOUD STEELHEAD	
Registration Number:	4325544	CX-TRACER	
Registration Number:	4191638	GRANITE	

CH \$1490.00 3937893

Property Type	Number	Word Mark
Registration Number:	3509974	INTERCEPTOR
Registration Number:	3149388	IT SENTINEL
Registration Number:	2714573	ITGURU
Registration Number:	3500157	IT'S NOT THE NETWORK
Registration Number:	1571692	MIL 3
Registration Number:	2632421	NETBIZ
Registration Number:	4284663	NETDOCTOR
Registration Number:	3729279	NETMAPPER
Registration Number:	4325485	NETONE
Registration Number:	1571693	OPNET
Registration Number:	2572789	OPNET
Registration Number:	2138849	OPNET MODELER
Registration Number:	3732454	OPNET NCOMPASS
Registration Number:	3644965	OPNET PANORAMA
Registration Number:	2381358	OPNETWORK
Registration Number:	3823553	PILOT
Registration Number:	2793084	QUICKPREDICT
Registration Number:	3412949	RIOS
Registration Number:	3858623	RIVERBED
Registration Number:	2931934	RIVERBED
Registration Number:	3351860	RIVERBED
Registration Number:	4028253	SHARK
Registration Number:	3970024	SKIPWARE
Registration Number:	2703216	SPGURU
Registration Number:	3137024	SP SENTINEL
Registration Number:	2981947	STEELHEAD
Registration Number:	3664385	THINK FAST
Registration Number:	4019251	TURBOCAP
Registration Number:	3711426	TURBOCAP
Registration Number:	4564801	UC XPERT
Registration Number:	4564780	UNIFIED COMMUNICATIONS XPERT
Registration Number:	3895227	VIRTUAL STEELHEAD
Registration Number:	2988142	VNE SERVER
Registration Number:	3827092	WIFIPILOT
Registration Number:	4414801	WINPCAP
Registration Number:	4637636	WWOS
Registration Number:	2950126	CLARUSIPC
Serial Number:	86262865	RIVERBED

Property Type	Number	Word Mark
Serial Number:	86519648	RIVERBED
Serial Number:	86454247	WTA

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 038263-0346

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 05/01/2015

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of April 24, 2015 (this "Trademark Security Agreement"), by and among each of the signatories hereto indicated as a "Pledgor (each a "Pledgor" and collectively, the "Pledgors"), in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Riverbed Holdings, Inc., a Delaware corporation ("Holdings"), Project Homestake Merger Corp., a Delaware corporation which will merge with and into Riverbed Technology Inc., a Delaware corporation ("Riverbed"), at which time Riverbed shall become the Borrower, the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent and Morgan Stanley Bank, N.A., as issuing bank.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Security Agreement dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which each of the Pledgors pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark and service mark registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark or service mark application, solely to the extent, and for so long as, the grant or creation by such Pledgor of a security interest therein would impair the registrability thereof, or the validity or enforceability of any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark or service mark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

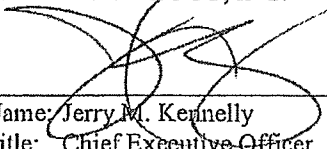
SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RIVERBED TECHNOLOGY, INC.

By:


Name: Jerry M. Kennelly
Title: Chief Executive Officer


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005508 FRAME: 0038

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:



Name: Jonathon Rauen
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005508 FRAME: 0039

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

Owner	Trademark Name	Application Number	Registration Number
Riverbed Technology, Inc.	ACCELERATE	85/097127	3937893
Riverbed Technology, Inc.	ACE LIVE INSIGHTS	77/846912	3982162
Riverbed Technology, Inc.	AIRPCAP	85/234841	4019249
Riverbed Technology, Inc.	AIRPCAP and Design	78/959153	3318287
Riverbed Technology, Inc.	APP911	85/565461	4429429
Riverbed Technology, Inc.	APPCAPACITY XPERT	85/298930	4292908
Riverbed Technology, Inc.	APPDOCTOR	76/008609	2640368
Riverbed Technology, Inc.	APPINTERNALS XPERT	85/298934	4272821
Riverbed Technology, Inc.	APPMAPPER XPERT	85/404749	4322843
Riverbed Technology, Inc.	APPNETWORK PATH	85/404742	4529958
Riverbed Technology, Inc.	APPRESPONSE XPERT	85/298925	4152800
Riverbed Technology, Inc.	APPSQL XPERT	85/298927	4123057
Riverbed Technology, Inc.	APPTRANSACTION XPERT	85/298928	4272820
Riverbed Technology, Inc.	BLOCKSTREAM	86/230207 ITU	
Riverbed Technology, Inc.	BROWSERMETRIX	85/844454 ITU	
Riverbed Technology, Inc.	BROWSERMETRIX	85/844452 ITU	
Riverbed Technology, Inc.	CACE PILOT and Design	77/665054	3698106
Riverbed Technology, Inc.	CASCADE	77/667650	3732636
Riverbed Technology, Inc.	CASCADE PILOT	85/231131	4234611
Riverbed Technology, Inc.	CLOUD STEELHEAD	77/888907	3945467
Riverbed Technology, Inc.	CX-TRACER	85/534694	4325544
Riverbed Technology, Inc.	FUSIONSUNC	86/406127 ITU	
Riverbed Technology, Inc.	GRANITE	85/307801	4191638
Riverbed Technology, Inc.	INTERCEPTOR	78/748447	3509974
Riverbed Technology, Inc.	IT SENTINEL	78/247557	3149388
Riverbed Technology, Inc.	ITGURU	78/028203	2714573
Riverbed Technology, Inc.	IT'S NOT THE NETWORK	78/796273	3500157

Owner	Trademark Name	Application Number	Registration Number
Riverbed Technology, Inc.	MIL 3	73/792413	1571692
Riverbed Technology, Inc.	NETBIZ	75/901500	2632421
Riverbed Technology, Inc.	NETDOCTOR	85/363183	4284663
Riverbed Technology, Inc.	NETMAPPER	77/464274	3729279
Riverbed Technology, Inc.	NETONE	85/527158	4325485
Riverbed Technology, Inc.	OPNET	73/792471	1571693
Riverbed Technology, Inc.	OPNET	76/008610	2572789
Riverbed Technology, Inc.	OPNET MODELER	75/245601	2138849
Riverbed Technology, Inc.	OPNET NCOMPASS	77/578503	3732454
Riverbed Technology, Inc.	OPNET PANORAMA	78/643574	3644965
Riverbed Technology, Inc.	OPNETWORK	75/809762	2381358
Riverbed Technology, Inc.	PILOT and Design	77/483013	3823553
Riverbed Technology, Inc.	QUICKPREDICT	78/142451	2793084
Riverbed Technology, Inc.	R and Color Circle Design	86/409018 ITU	
Riverbed Technology, Inc.	RIOS	78/726412	3412949
Riverbed Technology, Inc.	RIVERBED	76/699690	3858623
Riverbed Technology, Inc.	RIVERBED	78/291340	2931934
Riverbed Technology, Inc.	RIVERBED	86/262865	
Riverbed Technology, Inc.	RIVERBED	86/519648	
Riverbed Technology, Inc.	RIVERBED (stylized)	77/174606	3351860
Riverbed Technology, Inc.	RIVERBED APP	86/361391 ITU	
Riverbed Technology, Inc.	SHARK	85/230540	4028253
Riverbed Technology, Inc.	SKIPWARE	85/142163	3970024
Riverbed Technology, Inc.	SP GURU	78/028211	2703216
Riverbed Technology, Inc.	SP SENTINEL	78/533221	3137024
Riverbed Technology, Inc.	STEELAPP	86/320545 ITU	
Riverbed Technology, Inc.	STEELCENTRAL	86/320539 ITU	
Riverbed Technology, Inc.	STEELFLOW	86/454246 ITU	
Riverbed Technology, Inc.	STEELFUSION	86/320547 ITU	
Riverbed Technology, Inc.	STEELHEAD	86/320554 ITU	
Riverbed Technology, Inc.	STEELHEAD	78/291339	2981947
Riverbed Technology, Inc.	STEELSCRIPT	86/320550 ITU	
Riverbed Technology, Inc.	STEELSTORE	86/320552 ITU	
Riverbed Technology, Inc.	THINK FAST	77/346906	3664385

Owner	Trademark Name	Application Number	Registration Number
Riverbed Technology, Inc.	TURBOCAP	85/234852	4019251
Riverbed Technology, Inc.	TurboCap and Design	77/665636	3711426
Riverbed Technology, Inc.	UC XPERT	85/706224	4564801
Riverbed Technology, Inc.	UNIFIED COMMUNICATIONS XPERT	85/694932	4564780
Riverbed Technology, Inc.	VIRTUAL STEELHEAD	77/888906	3895227
Riverbed Technology, Inc.	VNESERVER	78/313382	2988142
Riverbed Technology, Inc.	WIFIPILOT and Design	77/768724	3827092
Riverbed Technology, Inc.	WinPcap	85/870066	4414801
Riverbed Technology, Inc.	WTA	86/454247	
Riverbed Technology, Inc.	WWOS	85/707794	4637636
Riverbed Technology, Inc.	CLARUSIPC	78/273712	2950126