

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERTINO, INC.		05/29/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85543600	PERTINO	
Serial Number:	86110924	CLOUDSCAPE	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.001388		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		
DATE SIGNED:	06/02/2015		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of May 21, 2015 by and between SILICON VALLEY BANK ("Bank") and PERTINO, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of January 21, 2013 (as the same may be amended, modified, supplemented, or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain Third Amendment to Loan and Security Agreement of even date herewith (the "Third Amendment"), Grantor has granted to Bank 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

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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");

(b) 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;

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

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Third Amendment, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.


6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows]

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:

PERTINO, INC.

By: 
Name: _____
Title: CEO

BANK:

SILICON VALLEY BANK

By: 
Name: Bellef Eliasnia
Title: VPI- Advisory Services

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration Number	Application Number

EXHIBIT B

Patents

Description	Application Number	Registration Number

EXHIBIT C

Trademarks

Description	Serial Number	Registration Number

EXHIBIT

Mask Works

Description	Application	Registration

Pertino Patent Portfolio

The following is the complete list of patent applications that have been filed by Pertino, as of April 2, 2015.

EFS ID (Electronic Filing Number)	Application Number	Title	First Named Inventor
13196638	13543729	COMMUNICATION BETWEEN BROADCAST DOMAINS	Scott Andrew Hankins
14216739	13675552	LINKING LOGICAL BROADCAST DOMAINS	Scott Andrew Hankins
14763805	13747371	PEOPLE CENTRIC MANAGEMENT OF CLOUD NETWORKS VIA GUI	Michael A. Carlsons
15215447	13802529	CONNECTING A CLOUD NETWORK TO THE INTERNET	Scott Andrew Hankins
15235436	13829611	PRIVATE NETWORKS OVERLAID ON CLOUD INFRASTRUCTURE	Scott Andrew Hankins
15239138	13831306	DEPLOYMENT OF NETWORK-RELATED FEATURES OVER CLOUD NETWORK	Scott Andrew Hankins

TrademarkName	CaseNumber	CountryName	TrademarkStatus	AppNumber	FileDate	RegNumber	RegDate
PERTINO	57483-220565	United States of America	Registered	85/543600	15-Feb-2012	4347633	08-Jun-2013
PERTINO	57483-222306	European Community	Registered	11120565	15-Aug-2012	11120565	11-Jan-2013
PERTINO	57483-222307	Israel	Registered	248715	15-Aug-2012	248715	06-Jul-2014
PERTINO	57483-222308	Canada	Published	1590208	15-Aug-2012		
PERTINO	57483-222309	Australia	Registered	1535879	16-Jan-2013	1535879	16-Jan-2013
PERTINO	57483-222310	New Zealand	Registered	971526	16-Jan-2013	971526	17-Jul-2013
PERTINO	57483-222311	Japan	Registered	2013-1802	16-Jan-2013	5654224	07-Mar-2014
PERTINO	57483-222312	Singapore	Registered	11310564A	03-Jul-2013	11310564A	03-Jul-2013
PERTINO	57483-222313	Mexico	Registered	1434367	22-Nov-2013	1447725	21-Apr-2014
PERTINO	57483-222314	Mexico	Registered	1434361	22-Nov-2013	1446110	09-Apr-2014
PERTINO	57483-222315	Korea, Republic of	Registered	45-2013-003662	04-Jul-2013	45-0050047	01-Jul-2014
CLOUDSCAPE	57483-227115	United States of America	Published	96/110924	05-Nov-2013		