

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRADFORD NETWORKS, INC.		07/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD., SUITE 100		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85840630	SMARTEDGE	
Registration Number:	3872069	NETWORK SENTRY	
Registration Number:	3882182	CAMPUS MANAGER	
Registration Number:	3489384	NAC DIRECTOR	
Registration Number:	4604923	BRADFORD NETWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6506483802		
Email:	PATTY@PATTYCHENG.COM		
Correspondent Name:	PATTY CHENG		
Address Line 1:	2625 Middlefield Rd., #215		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	1-1130		
NAME OF SUBMITTER:	PATTY CHENG		
SIGNATURE:	/s/ Patty Cheng		
DATE SIGNED:	08/27/2015		

OP \$140.00 85840630

Total Attachments: 6

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2015 (the "Agreement") between WESTERN ALLIANCE BANK, as successor in interest to Bridge Bank, National Association ("Lender") and BRADFORD NETWORKS, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of June 27, 2013 (as amended by the Loan and Security Modification Agreement dated as of June 25, 2015 and as otherwise amended from time to time, the "Loan Agreement"), between Lender and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

In connection with the Loan Agreement, Grantor and Lender entered into that certain Intellectual Property Security Agreement dated as of June 27, 2013 (the "Original IPSA"). On or around the date hereof, Grantor and Lender are entering into an amendment to the Loan Agreement, and in connection therewith, desire to amend and restate the Original IPSA as set forth herein.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree that this Agreement hereby amends and restates, without novation the Original IP Agreements. Furthermore, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BRADFORD NETWORKS, INC.

By: F. Denise Hayes
Name: Denise Hayes
Title: CEO

Address for Notices:

162 Pembroke Road
Concord, NH 03301

Attn: Jessica Bailey
Fax: _____

LENDER:

WESTERN ALLIANCE BANK

By: _____
Name: _____
Title: _____

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113

Attn: Note Department
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

BRADFORD NETWORKS, INC.

By: _____

Name: _____

Title: _____

Address for Notices:

162 Pembroke Road
Concord, NH 03301

Attn: _____

Fax: _____

LENDER:

WESTERN ALLIANCE BANK

By: Charles Welser

Name: Charles Welser

Title: Vice President

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113

Attn: Note Department

Fax:(408) 282-1681

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Reg Number:</u>	<u>Filing Date</u>	<u>Registration Date</u>
THE SMART EDGE	85/840,653		02/05/13 *	
SMARTEDGE	85/840,630		02/05/13	
NETWORK SENTRY	77/812,115	3,872,069	08/25/09	11/09/10
CAMPUS MANAGER	77/801,715	3,882,182	08/11/09	11/30/10
NAC DIRECTOR	77/090,035	3,489,384	01/24/07	08/19/08
BRADFORD NETWORKS	86/182541	4604923	02/03/2014	
ADAPTIVE NETWORK SECURITY	77/800904		08/10/2009 *	

* indicates dead/cancelled/abandoned trademark

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue Date</u>	<u>Application Date</u>
System and method for offloading IT network tasks	8,458,314	12/916,682	06/04/13	11/01/10
Automated configuration of network devices administered by policy enforcement	8,458,301	12/915,577	06/04/13	10/29/10
Network access control system and method for devices connecting to network using remote access control methods		12/481,801		06/10/2009