

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LightRiver Technologies, Inc.		11/04/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Plexus Fund III, L.P.		
Street Address:	4601 Six Forks Road		
Internal Address:	Suite 528		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27609		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86611705	FACTORY BUILT NETWORK	
Serial Number:	86774608	NETWORK OPERATIONS VIRTUALIZATION	
Serial Number:	86773058	NETWORK ENGINEERING VIRTUALIZATION	
Serial Number:	86773055	NETWORK IMPLEMENTATION VIRTUALIZATION	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-838-2034		
Email:	pkarmire@smithlaw.com		
Correspondent Name:	Perky L. Karmire		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	12848.12		
NAME OF SUBMITTER:	Perky L. Karmire		
SIGNATURE:	/Perky L. Karmire/		
DATE SIGNED:	12/08/2015		

OP \$115.00 86611705

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of November 4, 2015, is entered into by and between **LIGHTRIVER TECHNOLOGIES, INC.**, a California corporation (the "Grantor"), and **PLEXUS FUND III, L.P.** (the "Assignee"), as Agent, pursuant to (i) that certain Security Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "Security Agreement"), among the Assignee, the Grantor and certain other parties, and (ii) that certain Senior Subordinated Note Purchase Agreement, dated as of the date hereof (as amended, modified, extended, renewed or replaced from time to time, the "Note Purchase Agreement"), among the Grantor, the Assignee, certain other parties and certain Purchasers party thereto.

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Security Agreement or the Note Purchase Agreement, as applicable.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted in favor of the Assignee a security interest in certain Collateral, including the registered Trademarks set forth on Schedule A hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) Subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Assignee pursuant to the Security Agreement, the Grantor hereby grants to the Assignee a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired or arising and wherever located by the Grantor, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantor's Obligations. For the purposes of this Agreement, "Trademarks" means collectively, all of the following: (a) all trademarks, rights and interests in trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, whether registered or unregistered, all registrations and recordings thereof, and all applications in connection therewith (other than each application to register any trademark or service mark prior to the filing under and acceptance in accordance with any Requirement of Law of a verified statement of use for such trademark or service mark) anywhere in the world, including, without limitation, any of the foregoing referred to on Schedule A, (b) all reissues, extensions, continuations (in whole or in part) and renewals of any of the foregoing, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing and (e) all rights corresponding to any of the foregoing (including the goodwill) throughout the world.

(b) As of the date hereof, Schedule A hereto contains a true and accurate list of all of the federally registered United States Trademark registrations and applications for the registration of United States federal Trademarks (excluding Internet domain names) owned by the Grantor as of the date hereof.

(c) The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Security Agreement. In the event that any of the provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

2. Modifications

This Agreement or any provision hereof may not be waived, amended, supplemented or otherwise modified except in accordance with Section 13.4 of the Note Purchase Agreement. Notwithstanding the foregoing, the Grantor authorizes the Assignee, upon notice to the Grantor, to modify this Agreement without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by the Grantor or to delete any reference to any right, title or interest in any Trademarks in which the Grantor no longer has or claims any right, title or interest. Subject to the terms and conditions of the Note Purchase Agreement and Security Agreement, the Grantor additionally agrees to execute any additional instruments and take such further action as the Assignee reasonably deems necessary to perfect, protect, ensure the priority of or continue the Assignee's Lien on any Trademarks owned or subsequently acquired by the Grantor that constitute Collateral or to effect the purposes of this Agreement.

3. Applicable Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA.

4. Counterparts

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

5. Senior Lender Intercreditor Agreement

THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF IN FAVOR OF ENTERPRISE BANK & TRUST, WHICH SUBORDINATION AND INTERCREDITOR AGREEMENT (AS AMENDED IN ACCORDANCE WITH ITS TERMS) IS INCORPORATED HEREIN BY REFERENCE.


[Signature Pages Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

ASSIGNEE:

PLEXUS FUND III, L.P.,
as Agent

By: Plexus Fund III GP, LLC, its
General Partner

By: 

Michael S. Becker,
Manager

Address of Assignee:

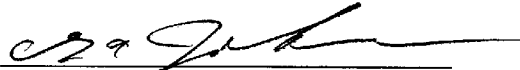
Plexus Fund III, L.P.
4601 Six Forks Road, Suite 528
Attn: Michael Becker
Facsimile No.: (919) 256-6350
Email: mbecker@plexuscap.com

Signature Page to Trademark Security Agreement (LightRiver Technologies, Inc.)

TRADEMARK
REEL: 005684 FRAME: 0385

GRANTOR:

LIGHTRIVER TECHNOLOGIES, INC.

By: 
Name: Glenn Johansen
Title: President

Mailing address:

c/o LRT HOLDINGS, INC.
c/o Plexus Fund III, L.P.
4601 Six Forks Road, Suite 528
Raleigh, North Carolina 27609
Attn: Michael Becker
Fax: (919) 256-6350
Email: Mbecker@plexuscap.com

and

c/o The Central Valley Fund II (SBIC), L.P.
and The Central Valley Fund II, L.P.
1590 Drew Avenue, Suite 110
Davis, CA 95618
Attn: Ed McNulty
Fax: (559) 294-6655
Email: emcnulty@cvfcapitalpartners.com

Schedule A to TRADEMARK SECURITY AGREEMENT

Pending Trademark Applications

<u>Loan Party</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
LightRiver Corporation	USPTO	86611705	April 28, 2015	LightRiver Corporation	FACTORY BUILT NETWORK
LightRiver Technologies, Inc.	USPTO	86774608	October 1, 2015	LightRiver Technologies, Inc.	NETWORK OPERATIONS VIRTUALIZATION
LightRiver Technologies, Inc.	USPTO	86773058	September 30, 2015	LightRiver Technologies, Inc.	NETWORK ENGINEERING VIRTUALIZATION
LightRiver Technologies, Inc.	USPTO	86773055	September 30, 2015	LightRiver Technologies, Inc.	NETWORK IMPLEMENTATION VIRTUALIZATION