

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENU NETWORKS, INC.		12/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4538404		
Registration Number:	4538397	BENU	
Serial Number:	85621166	WIGW	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/nicholasnance-tkf/		
DATE SIGNED:	12/30/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of December 15, 2015 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and BENU NETWORKS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 May 2, 2014 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, 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 and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan

Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each party has caused this Intellectual Property Security Agreement to be duly executed by an officer thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

300 Concord Road, Suite 110
Billerica, MA 01821

BENU NETWORKS, INC.

By: Francis J. Cusick
Name: Francis J. Cusick
Title: Vice President, Finance

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

PACIFIC WESTERN BANK

By: Ben Pattison
Name: Ben Pattison
Title: SVP

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE		


EXHIBIT B

PATENTS

Description	Application Number OR Patent Number	Application OR Filing Date
HIGHLY SCALABLE MODULAR SYSTEM WITH HIGH RELIABILITY AND LOW LATENCY	US13/41653	5/17/2013
HIGHLY SCALABLE MODULAR SYSTEM WITH HIGH RELIABILITY AND LOW LATENCY	13/897022	5/17/2013
HIGHLY SCALABLE MODULAR SYSTEM WITH HIGH RELIABILITY AND LOW LATENCY	13/897028	5/17/2013
HIGHLY SCALABLE MODULAR SYSTEM WITH HIGH RELIABILITY AND LOW LATENCY	13/896989	5/17/2013
IP ADDRESS ALLOCATION	13/966629	8/14/2013
CLOUD-BASED VIRTUAL LOCAL NETWORKS	14/109263	12/17/2013
EXTENDING MULTICAST/BROADCAST SERVICES TO WIDE AREA NETWORKS	14/077561	11/12/2013
APPLICATION AND CONTENT AWARENESS FOR SELF OPTIMIZING NETWORKS	14/046583	10/4/2013
IP ADDRESS ALLOCATION FOR WI-FI CLIENTS	14/280918	05/19/2014
CENTRALLY MANAGED WI-FI	14/460657	08/15/2014
CENTRALLY MANAGED WI-FI	US14/51264	08/15/2014
WI-FI ARCHITECTURE	60/063200	10/13/2014
CLOUD CONTROLLER FOR SELF-OPTIMIZED NETWORKS	US15/16408	2/18/15
CLOUD CONTROLLER FOR SELF-OPTIMIZED NETWORKS	14/625301	2/18/15
COMPUTERIZED TECHNIQUES FOR NETWORK ADDRESS ASSIGNMENT	14/625447	2/18/15
CARRIER GRADE NAT	14/681012	2/18/15

Description	Application Number OR Patent Number	Application OR Filing Date
CONTENT AWARE WI-FI QoS	14/703516	4/7/15
SYSTEM AND METHOD OF PROVIDING ADVANCED SERVICES IN A VIRTUAL CPE DEPLOYMENT	14/704574	5/5/15
TECHNIQUES FOR MANAGING NETWORK ACCESS	14/707695	5/8/15
NETWORK SYSTEMS AND METHODS	62/163452	5/19/15
SYSTEM AND METHODS FOR PROVIDING VIRTUALIZED CLOUD PEERING EMULATION SERVICES	14/802850	7/17/15

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WIGW	85621166	5/9/2012
 (design only)	4538404	5/27/2014
BENU	4538397	5/27/2014