

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM379445

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUAL INSTRUMENTS CORPORATION		04/04/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BLVD.		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	86703107	CLOUDWISDOM	
Serial Number:	86703071	APPWISDOM	
Serial Number:	86057243	REMOTEWISDOM	
Registration Number:	4466529	PERFORMANCE. AVAILABILITY. GUARANTEED.	
Serial Number:	85941425	VIRTUAL INSTRUMENTS CERTIFIED PROFESSION	
Serial Number:	85934638	VICP	
Serial Number:	85934626	VICA	
Registration Number:	4585640		
Registration Number:	3030217	NETWISDOM	
Registration Number:	3951950	SANINSIGHT	
Registration Number:	3756036	VIRTUALWISDOM	
Registration Number:	3729505		
Registration Number:	4168201	VIRTUAL INSTRUMENTS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
TRADEMARK			

CH \$340.00 86703107

Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: c/o COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 305983-1040 VIRTUAL INST

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 04/05/2016

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 4, 2016 (the "Agreement") between WESTERN ALLIANCE BANK ("Lender") and VIRTUAL INSTRUMENTS CORPORATION, a Delaware corporation (successor in interest by way of conversion from Virtual Instruments Corporation, an exempted company incorporated under the laws of the Cayman Islands) ("Grantor") is made with reference to the Loan and Security Agreement, dated of even date herewith (as amended from time to time, the "Loan Agreement"), between Lender, Load Dynamix, Inc., Virtual Instruments USA Inc. and Grantor. Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
VIRTUAL INSTRUMENTS CORPORATION

LENDER:
WESTERN ALLIANCE BANK

By: _____

By: _____

Name: PHILIPPE VINCENT

Name: _____

Title: CEO

Title: _____

Address for Notices:

Attn: Kevin O'Donnell
c/o Loan Dynamix, Inc.
2331 Zanker Road
San Jose, CA 95131
Fax: N/A

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
VIRTUAL INSTRUMENTS CORPORATION

LENDER:
WESTERN ALLIANCE BANK

By: _____

By: Matt Spence

Name: _____

Name: Matt Spence

Title: _____

Title: VP

Address for Notices:

Attn: Kevin O'Donnell
c/o Loan Dynamix, Inc.
2331 Zanker Road
San Jose, CA 95131
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55 Almaden Boulevard, Suite 100
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EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
None.		

EXHIBIT B**Trademarks**

Description	Registration/ Serial Number	Registration/ Application Date
CLOUDWISDOM	86/703,107	07/23/15
APPWISDOM	86/703,071	07/23/15
REMOTEWISDOM	86/057,243	09/05/13
PERFORMANCE. AVAILABILITY. GUARANTEED.	4,466,529	01/14/14
VIRTUAL INSTRUMENTS CERTIFIED PROFESSIONAL	85/941,425	05/23/13
VICP	85/934,638	05/16/13
VICA	85/934,626	05/16/13
<Design>	4,585,640	08/12/04
NETWISDOM	3,030,217	12/13/05
SANINSIGHT	3,951,950	04/26/11
VIRTUALWISDOM	3,756,036	03/02/10
<Design>	3,729,505	12/22/09
VIRTUAL INSTRUMENTS	4,168,201	07/03/12

EXHIBIT C

Patents

Description	Patent / Application Number	Issue / Application Date
Reversible fan module for electronic circuit assemblies	9,055,693	06/09/15
Performance analysis of a time-varying network	14/284,753	05/22/14
Identifying problems in a storage area network	14/284,254	05/21/14
Identifying slow draining devices in a storage area network	14/284,001	05/21/14
Binning of network transactions in a storage area network	14/285,494	05/22/14
Automatically determining locations of network monitors in a communication network	14/253,141	04/15/14
Validating workload distribution in a storage area network	14/162,605	01/23/14
Storage area network queue depth profiler	14/065,834	10/29/13
Network monitoring using thin film splitters and avalanche photodiode detectors in multimode application	13/969,946	08/19/13
Network diagnostic systems and methods for collecting data from network nodes	12/361,250	01/28/09
Systems and methods for filtering network diagnostic statistics	12/361,402	01/28/09
Network diagnostic systems and methods for light levels of optical signals	12/346,114	12/30/08
Pool-based network diagnostic systems and methods	8,259,587	09/04/12
System and method for network traffic and i/o transaction monitoring of a high speed communications network	7,599,293	10/06/09

EXHIBIT C (cont.)

Patents

Description	Patent / Application Number	Issue / Application Date
Deferred processing of continuous metrics	7,788,365	08/31/10
Card cage system	7,167,380	01/23/07
Card cage system	7,277,296	10/02/07
Functional module with card guide engagement feature	7,349,226	03/25/08
Synchronous network traffic processor	6,880,070	04/12/05
Synchronous network traffic processor	7,360,065	04/15/08
Pool-based network diagnostic systems and methods	7,907,532	03/15/11
Network diagnostic systems and methods for handling multiple data transmission rates	7,835,300	11/16/10
System and method for network traffic and i/o transaction monitoring of a high speed communications network	7,860,965	12/28/10
Network diagnostic systems and methods for aggregated links	8,102,777	01/24/12