

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM395330

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cavium, Inc.		08/16/2016	Corporation: DELAWARE
Cavium Networks LLC		08/16/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn, Floor L-2		
<b>Internal Address:</b>	CB Collateral Services		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 44</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4735489	AUTHENTIK	
<b>Registration Number:</b>	4449846	C	
<b>Registration Number:</b>	3986440	ECONA	
<b>Registration Number:</b>	4519153	LIQUIDIO	
<b>Registration Number:</b>	4919045	LIQUIDSECURITY	
<b>Registration Number:</b>	4912274	NEURON SEARCH	
<b>Registration Number:</b>	4844562	NITROX XL	
<b>Registration Number:</b>	2676886	NITROX	
<b>Registration Number:</b>	3473629	OCTEON	
<b>Registration Number:</b>	4186638	OCTEON FUSION	
<b>Registration Number:</b>	4826676	OCTEON XL	
<b>Registration Number:</b>	3936332	PUREVU	
<b>Registration Number:</b>	3616392	SECURITY EVERYWHERE	
<b>Registration Number:</b>	4909469	THUNDERX	
<b>Registration Number:</b>	4909582	THUNDER X	
<b>Registration Number:</b>	4283555	TURBODPI	
<b>Registration Number:</b>	4813296	WIRELESS DISPLAY .COM	
<b>TRADEMARK</b>			

OP \$1115.00 4735489

Property Type	Number	Word Mark
Registration Number:	4447178	WIRELESS DISPLAY .COM
Registration Number:	4114102	WIVU
Registration Number:	4413274	CELESTIAL
Registration Number:	3780606	ODYSSEY BROADBAND EVERYWHERE
Registration Number:	4890217	XPLIANT
Registration Number:	4914629	X
Registration Number:	4914628	X
Serial Number:	86294816	CCPI
Serial Number:	86678196	CGX
Serial Number:	86444368	LIQUIDSECURITY
Serial Number:	86542758	OCTEON FUSION-M
Serial Number:	86678199	PACKET TRAKKER
Serial Number:	86369877	THUNDER X
Serial Number:	87045449	THUNDERX2
Serial Number:	87045443	THUNDERX2
Serial Number:	87054759	THUNDERX2_CP
Serial Number:	87054751	THUNDERX2_NT
Serial Number:	87054755	THUNDERX2_SC
Serial Number:	87054756	THUNDERX2_ST
Serial Number:	86293763	THUNDERX_CP
Serial Number:	86340405	THUNDERX_NT
Serial Number:	86293792	THUNDERX_SC
Serial Number:	86293782	THUNDERX_ST
Serial Number:	86296325	VIRTSOC
Serial Number:	86463651	WORKLOAD OPTIMIZED
Serial Number:	87052445	CLOUDSCALE RACK
Serial Number:	86396417	XPA

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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.*

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	08/17/2016
<b>Total Attachments: 7</b> source=07. Cavium - Trademark Security Agreement#page1.tif source=07. Cavium - Trademark Security Agreement#page2.tif source=07. Cavium - Trademark Security Agreement#page3.tif source=07. Cavium - Trademark Security Agreement#page4.tif source=07. Cavium - Trademark Security Agreement#page5.tif source=07. Cavium - Trademark Security Agreement#page6.tif source=07. Cavium - Trademark Security Agreement#page7.tif	

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. Cavium, Inc.
- 2. Cavium Networks LLC

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other 1. Corp.-DE; 2. LLC-DE \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 16, 2016

- Assignment                             Merger  
 Security Agreement                 Change of Name  
 Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: CB Collateral Services,  
10 S. Dearborn, Floor L-2

City: Chicago

State: Illinois

Country: USA Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule i

B. Trademark Registration No.(s)

See Schedule i

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
60 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

44

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

August 16, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Trademark Security Agreement**

This **Trademark Security Agreement** dated as of August 16, 2016 made by Cavium, Inc. and Cavium Networks LLC, as pledgors and debtors (in such capacities and together with any successors in such capacities, individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent pursuant to the Credit Agreement (as defined in the Security Agreement), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Security Agreement”) made in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, brand names, trade names and other identifiers of source or goodwill of such Pledgor now or hereafter, owned, filed or acquired by, or assigned to, such Pledgor, including any of the foregoing listed on Schedule I attached hereto, whether registered or unregistered, and all registrations and applications for the foregoing (whether statutory or common law and whether applied for or registered in the United States or any other country or any political subdivision thereof), together with any and all (i) rights and privileges arising under applicable law with respect to the foregoing and all rights corresponding thereto throughout the world, (ii) extensions and renewals thereof and amendments thereto, (iii) goodwill associated with any of the foregoing and (iv) rights to sue for past, present and future infringements, dilutions or violations thereof; and

(b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property (including, for the avoidance of doubt, any trademark application filed on the basis of an intent-to-use such trademark prior to the filing with and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 3. Security Agreement. The lien and security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement and at the other times required by Section 9.15 of the Credit Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement, all at the Pledgors' sole cost and expense.

SECTION 5. Counterparts. This Trademark Security Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law; Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. Sections 9.09 and 9.10 of the Credit Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

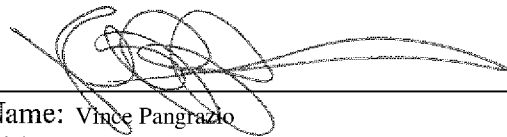
[signature page follows]

IN WITNESS WHEREOF, each Pledgor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CAVIUM, INC., as Pledgor

By:   
Name: Syed Ali  
Title: Chief Executive Officer

CAVIUM NETWORKS LLC, as Pledgor

By:   
Name: Vince Pangrazio  
Title: Secretary

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,  
as Collateral Agent

By:   
Name: **Timothy D. Lee**  
Title: **Vice President**

[Signature Page to Trademark Security Agreement]



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES**  
**TRADEMARK APPLICATIONS**

**United States Trademark Registrations:**

OWNER	REGISTRATION NUMBER	DESCRIPTION
Cavium, Inc.	4735489	AUTHENTIK
Cavium, Inc.	4449846	C CIRCLE and DESIGN
Cavium, Inc.	3986440	ECONA
Cavium, Inc.	4519153	LIQUIDIO
Cavium, Inc.	4919045	LIQUIDSECURITY
Cavium, Inc.	4912274	NEURON SEARCH
Cavium, Inc.	4844562	NITROX XL
Cavium, Inc.	2676886 <sup>1</sup>	NITROX
Cavium, Inc.	3473629	OCTEON
Cavium, Inc.	4186638	OCTEON FUSION
Cavium, Inc.	4826676	OCTEON XL
Cavium, Inc.	3936332	PureVu
Cavium, Inc.	3616392 <sup>2</sup>	SECURITY EVERYWHERE
Cavium, Inc.	4909469	THUNDERX
Cavium, Inc.	4909582	THUNDERX (Stylized)
Cavium, Inc.	4283555	TURBODPI
Cavium, Inc.	4813296	WIRELESS DISPLAY.COM & Design
Cavium, Inc.	4447178	WIRELESS DISPLAY.COM & Design
Cavium, Inc.	4114102	WIVU
Cavium, Inc.	4413274 <sup>3</sup>	CELESTIAL
Cavium, Inc.	3780606 <sup>4</sup>	ODYSSEY BROADBAND EVERYWHERE
Cavium Networks LLC	4890217	XPLIANT

<sup>1</sup> Outstanding liens: Silicon Valley Bank security agreement executed 11/1/2002 and recorded 11/6/2002 at reel/frame 2611/0070

<sup>2</sup> Outstanding liens: Silicon Valley Bank security agreement executed 11/1/2002 and recorded 11/6/2002 at reel/frame 2611/0070

<sup>3</sup> This trademark is in the process of being abandoned.

<sup>4</sup> This trademark is in the process of being abandoned.

Cavium Networks LLC	4914629	Logo (Black & White)
Cavium Networks LLC	4914628	Logo (Color)

**United States Trademark Applications:**

OWNER	APPLICATION NUMBER	DESCRIPTION
Cavium, Inc.	86294816 (ITU)	CCPI
Cavium, Inc.	86678196 (ITU)	CGX
Cavium, Inc.	86444368 (Reg. No. 4,984,186)	LIQUIDSECURITY
Cavium, Inc.	86542758 (Reg. No. 4,979, 133)	OCTEON FUSION-M
Cavium, Inc.	86678199 (ITU)	PACKET TRAKKER
Cavium, Inc.	86369877 (ITU)	THUNDERX & Design (Color)
Cavium, Inc.	87045449 (ITU)	THUNDERX2
Cavium, Inc.	87045443 (ITU)	THUNDERX2 (Color Logo)
Cavium, Inc.	87054759 (ITU)	THUNDERX2_CP
Cavium, Inc.	87054751 (ITU)	THUNDERX2_NT
Cavium, Inc.	87054755 (ITU)	THUNDERX2_SC
Cavium, Inc.	87054756 (ITU)	THUNDERX2_ST
Cavium, Inc.	86293763 (ITU)	THUNDERX_CP
Cavium, Inc.	86340405 (ITU)	THUNDERX_NT
Cavium, Inc.	86293792 (ITU)	THUNDERX_SC
Cavium, Inc.	86293782 (ITU)	THUNDERX_ST
Cavium, Inc.	86296325 (ITU)	VirtSOC
Cavium, Inc.	86463651 (ITU)	WORKLOAD OPTIMIZED
Cavium, Inc.	87052445 (ITU)	CLOUDSCALE RACK
Cavium Networks LLC	86396417 (ITU)	XPA