

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400226

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CBF NETWORKS, INC.		09/20/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	75 East Trimble Road		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95131		
<b>Entity Type:</b>	Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4576303	FASTBACK NETWORKS	
<b>Registration Number:</b>	4564601	FASTBACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154343947		
<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>			
<b>Phone:</b>	415 774 2953		
<b>Email:</b>	mkahn@sheppardmullin.com		
<b>Correspondent Name:</b>	Michelle D. Kahn, Sheppard Mullin		
<b>Address Line 1:</b>	Four Embarcadero Center, 17th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	032B-244979		
<b>NAME OF SUBMITTER:</b>	Michelle D. Kahn		
<b>SIGNATURE:</b>	/MDK/		
<b>DATE SIGNED:</b>	09/29/2016		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is made as of September 20, 2016, by and between CBF Networks, Inc., dba Fastback Networks, a Delaware corporation ("Grantor"), and Comerica Bank ("Secured Party").

### RECITALS

A. Pursuant to that certain Loan and Security Agreement (as amended, supplemented, extended, restated, or renewed from time to time, the "Loan Agreement") dated as of October 7, 2013, as supplemented by that certain Prime Referenced Rate Addendum to Loan and Security Agreement entered into as of October 7, 2013, by and between Grantor and Secured Party, as amended by that certain First Amendment to Loan and Security Agreement dated as of July 15, 2015, by and between Grantor and Secured Party, and as further amended by that certain Second Amendment to Loan and Security Agreement (the "Second Amendment") dated as of even date herewith, by and between Grantor and Secured Party, Secured Party made a loan to Grantor in the principal amount of \$3,000,000 as of August 1, 2016. All initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

B. In order to induce Secured Party to enter into the Second Amendment, Grantor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Grantor to Secured Party under the Loan Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Party, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

11. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

13. California Law and Jurisdiction; Jury Waiver. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Grantor and Secured Party consent to the exclusive jurisdiction of any state or federal court located in California. THE UNDERSIGNED ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED UNDER CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS, HIS OR HER CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THE MUTUAL BENEFIT OF ALL PARTIES, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT BETWEEN THE UNDERSIGNED PARTIES.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address of Grantor:

CBF NETWORKS, INC.  
2460 N. 1<sup>st</sup> Street, Suite 200  
San Jose, CA 95131  
Attn: Kevin J. Duffy

GRANTOR:

CBF NETWORKS, INC.,  
a Delaware corporation

By: Kevin J. Duffy  
Its: CEO

Address of Secured Party:

75 East Trimble Road  
San Jose, California 95131  
Attn: Credit Manager  
Fax Number: (408) 556-5097

SECURED PARTY:

COMERICA BANK

By: [Signature]  
Its: Vice President

EXHIBIT C

Trademarks

COUNTRY	TRADEMARK	REGISTRATION NO.
USA	FASTBACK NETWORKS & Design	4576303
USA	FASTBACK	4564601