

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
XANGATI, INC.		10/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3885358	X	
Registration Number:	3876204	XANGATI	
Registration Number:	3872721	VIRTUAL MANAGEMENT FOR YOUR VIRTUAL WORL	
CORRESPONDENCE DATA			
Fax Number:	3102774730		
<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:	(310) 788-6133		
Email:	jsbrown@mwe.com		
Correspondent Name:	GARY B. ROSENBAUM		
Address Line 1:	MCDERMOTT WILL & EMERY LLP		
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	082853-0068		
NAME OF SUBMITTER:	GARY B. ROSENBAUM		
SIGNATURE:	/Gary B. Rosenbaum/		
DATE SIGNED:	10/12/2016		
Total Attachments: 9			
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of October 11, 2016, by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, and XANGATI, INC., a Delaware corporation.

The words “We”, “Us”, or “Our”, refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words “You” or “Your” refers to the grantor, which is XANGATI, INC. and not any individual. The words “the Parties” refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and XANGATI, INC.

The Parties, Virtual Instruments Corporation, a Delaware corporation that was formerly an exempted company incorporated under the laws of the Cayman Islands, Virtual Instruments USA, Inc., a Delaware corporation, and any joinder parties thereto have entered into the Plain English Growth Capital Loan and Security Agreement dated as of December 10, 2013, as amended by the First Amendment to Plain English Growth Capital Loan and Security Agreement dated as of May 20, 2015, as further amended by the Omnibus Amendment to Loan Documents dated as of November 9, 2015, as further amended by the Second Omnibus Amendment to Loan Documents dated April 4, 2016, and as further amended by the Third Omnibus Amendment and Joinder to Loan Documents of even date herewith (the “**Third Amendment**” collectively, as the same may from time to time be amended, modified or supplemented in accordance with its terms, the “**Loan Agreement**”). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In order to induce Lender to enter into the Third Amendment and in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

After the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that We deem necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations (other than inchoate indemnification or reimbursement obligations or other obligations which, by their express terms, survive termination of the Loan Documents) have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and permitted assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: XANGATI, INC.
Signature: 
Print Name: Philippe Vincent
Title: CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between Xangati, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

Description	Patent / Application Number	Issue / Application Date
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See attached

<i>LAI Docket #</i>	<i>Trigger Date</i>	<i>Time</i>	<i>Due or Done</i>	<i>Last Possible Due Date</i>	<i>Next Task</i>	<i>Current Status</i>	<i>PTO Filing Date</i>	<i>PTO Serial #</i>	<i>Title of Case</i>
XAN 01	10/21/2004					PATENTED CASE - 6,816,910	2/20/2001	09/789,477	Method and Apparatus for Limiting Network Connection Resources
XAN 01C1	8/17/2009					Abandoned per client instructions	10/21/2004	10/970,691	Method and Apparatus for Limiting Network Connection Resources
XAN 02	11/16/2005					PATENTED CASE - 6,973,040	3/13/2001	09/805,490	Method of Maintaining Lists of Network Characteristics
XAN 02C1	1/5/2009					Abandoned per client instructions	9/30/2005	11/241,852	Method of Maintaining Lists of Network Characteristics
XAN 03	1/23/2008					PATENTED CASE - 7,231,060	9/10/2002	10/242,380	Dynamic DoS Flooding Protection
XAN 03C1	10/21/2008					Abandoned per client instructions	1/24/2008	12/019,369	Dynamic DoS Flooding Protection
XAN 04	10/28/2009					PATENTED CASE - 7,620,986	6/14/2005	11/153,217	Defenses Against Software Attacks in Distributed Computing Environments
XAN 04C1	8/9/2010					Abandoned per client instructions	11/17/2009	12/620,458	Defenses Against Software Attacks in Distributed Computing Environments
XAN 04P	6/14/2005					EXPIRED PROVISIONAL	6/14/2004	60/579,380	Defenses Against Software Attacks in Distributed Computing Environments
XAN 11	5/23/2012				CPA filing petition to revive case	Case currently expired. PATENTED CASE - 8,199,641	7/25/2008	12/179,703	Parallel distributed Network Monitoring
XAN 11P	7/27/2008					EXPIRED PROVISIONAL	7/25/2007	60/962,181	Parallel distributed Network Monitoring
XAN 12	5/8/2013					PATENTED CASE - 8,451,731	7/25/2008	12/180,193	Network Monitoring Using Virtual Packets
XAN 12C1	7/19/2016					PATENTED CASE - 9,397,880	5/24/2013	13/902,230	Network Monitoring Using Virtual Packets
XAN 12C2	7/14/2016	1 x 1 mo	8/14/2016	9/14/2016	File formal documents and fees	Notice of missing parts entered	6/21/2016	15/188,812	Network Monitoring Using Virtual Packets
XAN 12P	7/27/2008					EXPIRED PROVISIONAL	7/27/2007	60/962,295	Network Monitoring Using Virtual Packets
XAN 13	1/15/2014					PATENTED CASE - 8,645,527	7/25/2008	12/180,333	Network Monitoring Using Branched/Network Data Structures
XAN 13P	7/27/2008					EXPIRED PROVISIONAL	7/25/2007	60/962,182	Network Monitoring Using Branched/Network Data Structures
XAN 14 P	8/10/2008					EXPIRED PROVISIONAL	8/3/2007	60/963,233	Network Monitoring of Behavior Probability Density
XAN 15 P	8/10/2008					EXPIRED PROVISIONAL	8/3/2007	60/963,234	Symptom Detecting Using Behavior Probability Density
XAN 16 P	8/10/2008					EXPIRED PROVISIONAL	8/3/2007	60/963,229	Continuous Adaptive Monitoring of Network Behavior
XAN 17 P	8/10/2008					EXPIRED PROVISIONAL	8/3/2007	60/963,226	Spectral Analysis of Periodicity in Network Behavior
XAN 18 P	8/10/2008					EXPIRED PROVISIONAL	8/3/2007	60/963,228	Network Monitoring of Multiple Observation Value Types
XAN 19 P	8/10/2008					EXPIRED PROVISIONAL	8/3/2007	60/963,227	Network Monitoring Using Orthogonal Profile Dimensions
XAN 21	1/8/2014					PATENTED CASE - 8,639,797	7/25/2008	12/180,243	Network Monitoring of Behavior Probability Density
XAN 22	7/15/2016	1 x 1 mo	8/15/2016	9/15/2016	File appeal brief	Notice of appeal filed	7/25/2008	12/180,437	Network Monitoring Using Behavior Probability Density, Network Monitoring of Multiple Value Types, and Network Monitoring Using Orthogonal Profile Dimensions
XAN 22C1	7/15/2016	1 x 1 mo	8/15/2016	9/15/2016	File formal documents and fees	Parent case has a notice of appeal filed, case filed with USPTO	7/15/2016	15/212,070	Network Monitoring Using Behavior Probability Density, Network Monitoring of Multiple Value Types, and Network Monitoring Using Orthogonal Profile Dimensions
XAN 23	7/29/2016		8/30/2016		Examiner interview scheduled, File summary of interview	Final rejection sent to examiner	6/1/2010	12/791,704	Recording, Replay and Sharing of Live Network Monitoring Values
XAN 24	3/9/2016					Awaiting initial examination	8/24/2015	14/834,367	Push Pull Data Collection
XAN 24 P	8/24/2015					EXPIRED PROVISIONAL	8/24/2014	62/041,130	Push Pull Data Collection
XAN 25	3/9/2016					Awaiting initial examination	8/24/2015	14/834,371	Cross Silo Time Sliding
XAN 25 P	8/24/2015					EXPIRED PROVISIONAL	8/24/2014	62/041,141	Cross Silo Time Sliding
XAN 26	3/9/2016					Awaiting initial examination	8/24/2015	14/834,424	Enhanced Flow Processing

XAN 26 P	8/24/2015	EXPIRED PROVISIONAL	8/24/2014	62/041,140	Enhanced Flow Processing
XAN 27	5/10/2016	Abandoned - as intended; Continuation case filed	8/24/2015	14/834,426	Self-Learning and Best-Practice Profiling and Alerting with Relative and Absolute Capacity
XAN 27 P	8/24/2015	EXPIRED PROVISIONAL	8/24/2014	62/041,143	Self-Learning and Best-Practice Profiling and Alerting with Relative and Absolute Capacity
XAN 27CI	5/31/2016	Awaiting initial examination	3/10/2016	15/067,168	Self-Learning and Best-Practice Profiling and Alerting with Relative and Absolute Capacity
XAN 28	5/23/2016	Abandoned - As intended	8/24/2015	14/834,428	Storm Detection, Analysis, Remediation, and Other Network Behavior
XAN 28 P	8/24/2015	EXPIRED PROVISIONAL	8/24/2014	62/041,135	Storm Detection, Analysis, Remediation, and Other Network Behavior
XAN 28CI	4/8/2016	Awaiting initial examination	3/23/2016	15/079,039	Storm Detection, Analysis, Remediation, and Other Network Behavior
XAN 29P	12/17/2016	Draft text sent to client to review	N/A	N/A	Parallel Distributed Networking

Set new client interview; Check to see if client has any comments

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between Xangati, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

Description	Registration/ Serial Number	Registration/ Application Date
X	3,885,358	12/07/2010
XANGATI	3,876,204	11/16/2010
VIRTUAL MANAGEMENT FOR YOUR VIRTUAL WORLD	3,872,721	11/09/2010

IP Security Agt (Xangati, Inc.)
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**SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Xangati, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

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None.

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