

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM401619

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:	WESTERN ALLIANCE BANK		
Street Address:	55 ALMADEN BOULEVARD		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
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:	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		
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		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	10/11/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 11, 2016 (the "Agreement") between WESTERN ALLIANCE BANK ("Bank") and XANGATI, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of April 4, 2016 (as amended from time to time, the "Loan Agreement"), between Bank, Virtual Instruments Worldwide, Inc., Virtual Instruments Corporation, 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 Bank 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 Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank 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:

XANGATE INC.

By:  _____

Name: Philippe Vincent

Title: President

Address for Notices:

Attn: Chief Financial Officer
Virtual Instruments Worldwide, Inc.
2331 Zanker Road
San Jose, CA 95131

BANK:

WESTERN ALLIANCE BANK

By: _____

Name: _____

Title: _____

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:

XANGATI, INC.

By: _____

Name: Philippe Vincent

Title: President

Address for Notices:

Attn: Chief Financial Officer
Virtual Instruments Worldwide, Inc.
2331 Zanker Road
San Jose, CA 95131

BANK:

WESTERN ALLIANCE BANK

By: Matt Spencer

Name: Matt Spencer

Title: VP

Address for Notices:

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

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B

Trademarks

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

EXHIBIT C

Patents

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 01CI	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 02CI	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 03CI	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 04CI	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 12CI	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 22CI	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

TRADEMARK

REEL: 005898 FRAME: 0381

RECORDED: 10/11/2016