

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403680

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Enterasys Networks, Inc.		07/24/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2598722	NETSIGHT	
<b>Registration Number:</b>	4199003	K-SERIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	415-268-7000		
<b>Email:</b>	ksamia@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	c/o Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	27292-48		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT2/		
<b>DATE SIGNED:</b>	10/28/2016		
<b>Total Attachments: 8</b>			
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AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of July 24, 2015, and amended and restated as of October 28, 2016 is made between ENTERASYS NETWORKS, INC., a Delaware corporation (the "*Grantor*"), and SILICON VALLEY BANK, a California corporation, as administrative agent for the Lenders referred to below and for the benefit of the Secured Parties defined in the Amended and Restated Credit Agreement referred to below (in such capacity, the "*Administrative Agent*").

A. Extreme Networks, Inc., a Delaware corporation (the "*Borrower*"), certain financial institutions as lenders (the "*Lenders*") and the Administrative Agent are parties to that certain Credit Agreement, dated as of March 20, 2014 (as (a) amended by that certain amendment letter agreement dated as of March 20, 2014, (b) further amended by that certain Second Amendment Agreement dated as of November 18, 2014, (c) further amended by that certain Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of June 26, 2015, (d) further amended, modified, renewed or extended from time to time prior to the date hereof, the "*Existing Credit Agreement*") and (e) amended and restated as of the date hereof pursuant to the Amended and Restated Credit Agreement (as further amended, modified, renewed or extended from time to time after the date hereof, the "*Amended and Restated Credit Agreement*").

B. The Grantor, Borrower, and the Administrative Agent are parties to that certain Guarantee and Collateral Agreement, dated as of March 20, 2014 (as (a) amended by that certain Third Amendment to Credit Agreement and First Amendment to Guarantee and Collateral Agreement dated as of June 26, 2015 and (b) further amended, modified, renewed or extended from time to time after the date hereof, the "*Guarantee and Collateral Agreement*").

C. Pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor granted to the Administrative Agent (for the benefit of the Secured Parties and to secure the Secured Obligations (as defined in the Guarantee and Collateral Agreement)) a security interest in substantially all of the Grantor's present and future personal property assets (including the Intellectual Property of the Grantor) and to further evidence such security interest grant in the Intellectual Property of the Grantor, the Grantor and the Administrative Agent entered into that certain Enterasys Patent and Trademark Security Agreement dated June 24, 2015 (the "*Existing Enterasys Patent and Trademark Security Agreement*").

D. The Borrower and Grantor have requested that the Administrative Agent and the Lenders agree to amend and restate the Existing Enterasys Patent and Trademark Security Agreement in the form of this Agreement and the Administrative Agent and the Lenders have agreed to such request, subject to the terms and conditions hereof.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Amended and Restated Credit Agreement and the Guarantee and Collateral Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Amended and Restated Credit Agreement or the Guarantee and Collateral Agreement, as the context may require.

(b) Interpretation. The rules of interpretation set forth in Section 1.2 of the Amended and Restated Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Administrative Agent (for the benefit of the Secured Parties), a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "*Collateral*"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; provided that the Collateral shall not include any such patent that constitutes an Excluded Patent (as defined in the Guarantee and Collateral Agreement);

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all Commercial Tort Claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Guarantee and Collateral Agreement.

SECTION 3 Supplement to Guarantee and Collateral Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Guarantee and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interests

granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. To the extent required by the terms and provisions of the Guarantee and Collateral Agreement, the Grantor shall give prompt notice in writing to the Administrative Agent with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Administrative Agent to modify this Agreement by amending Schedule A or Schedule B, as applicable, to include any such new patent or trademark rights. No failure to so amend Schedule A or Schedule B, as applicable, shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral (held for the benefit of the Secured Parties), whether or not listed on Schedule A or Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or as may be requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the USPTO and/or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's interest in the Collateral with the USPTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Administrative Agent, the other Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.** This Agreement is subject to the provisions of Section 10.14 of the Amended and Restated Credit Agreement relating to submission to jurisdiction, jury trial waiver and judicial reference, which provisions are by this reference incorporated herein, *mutatis mutandis*, as if set forth herein in full.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in Section 10.1 of the Amended and Restated Credit Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the

remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10        Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11        Amendment and Restatement. This Agreement is intended to amend, restate and supersede the Existing Enterasys Patent and Trademark Security Agreement, without novation. The Grantor hereby ratifies, affirms and acknowledges all of its Secured Obligations in respect of the Existing Enterasys Patent and Trademark Security Agreement, as amended and restated hereby, and the related documents and agreements delivered by it hereunder. All references in the other Loan Documents to the Existing Enterasys Patent and Trademark Security Agreement shall mean and be references to this Agreement (unless the context requires otherwise). The Grantor hereby acknowledges that neither the execution nor the delivery by the Administrative Agent of this Agreement shall (i) be deemed to create a course of dealing or otherwise obligate the Administrative Agent or any Lender to amend or amend and restate this agreement under the same or similar circumstances in the future or (ii) be deemed to create any implied waiver of any right or remedy of the Administrative Agent with respect to any term or provision of any Loan Document (including any term or provision relating to the occurrence of a Material Adverse Effect).

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

**GRANTOR:**

**EXTREME NETWORKS, INC.**

By: K. Motley

Name: Katayoun Motley

Title: EVP, Chief Administrative Officer & Corporate Secretary

**ADMINISTRATIVE AGENT:**

**SILICON VALLEY BANK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

GRANTOR:

ENTERASYS NETWORKS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: *Stephen Chang*

Name: STEPHEN CHANG

Title: VICE PRESIDENT

Signature Page to Amended and Restated Enterasys Patent and Trademark Security Agreement

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**TRADEMARK**  
**REEL: 005910 FRAME: 0092**



SCHEDULE A  
to the Amended and Restated Patent and Trademark Security Agreement

**ENTERASYS NETWORKS, INC.**

Issued U.S. Patents of the Grantor

None.

Pending U.S. Patent Applications of the Grantor

None.

SCHEDULE B  
to the Patent and Trademark Security Agreement

**ENTERASYS NETWORKS, INC.**

U.S. Trademarks of the Grantor

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Registered Owner</u>	<u>Mark</u>
US	2598722	7/23/02	Enterasys Networks, Inc.	NETSIGHT
US	4199003	8/28/12	Enterasys Networks, Inc.	K-SERIES

Pending U.S. Trademark Applications of the Grantor

None.

Schedule B

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**RECORDED: 10/28/2016**

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