

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417890

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Console Connect Inc.		02/22/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Triplepoint Capital LLC		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86158759	CLOUDROUTER	
Serial Number:	86723435	CONSOLE	
Serial Number:	86723430	C CONSOLE	
Serial Number:	86660398	SOFTWARE-DEFINED INTERCONNECTION	
Serial Number:	86520449	CLOUDROUTER	
Serial Number:	86539124	CLOUDROUTER	
Serial Number:	86466491	SDI	
Serial Number:	86131599	IIX	
Serial Number:	86131977	VIRTUALIZING THE CORE OF THE INTERNET	
Serial Number:	86120748	PEERINGCLOUD	
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:	310 284 6133		
Email:	Grosenbaum@mwe.com, cvicino@mwe.com		
Correspondent Name:	Gary B. Rosenbaum		
Address Line 1:	2049 Century Park East, 38th floor		
Address Line 2:	McDermott Will & Emery, LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067		

CH \$265.00 86158759

NAME OF SUBMITTER:	Gary B. Rosenbaum
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	03/01/2017
Total Attachments: 8 source=Console Connect_IP Agreement_2-22-17#page1.tif source=Console Connect_IP Agreement_2-22-17#page2.tif source=Console Connect_IP Agreement_2-22-17#page3.tif source=Console Connect_IP Agreement_2-22-17#page4.tif source=Console Connect_IP Agreement_2-22-17#page5.tif source=Console Connect_IP Agreement_2-22-17#page6.tif source=Console Connect_IP Agreement_2-22-17#page7.tif source=Console Connect_IP Agreement_2-22-17#page8.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of February 22, 2017 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and CONSOLE CONNECT INC., a Delaware corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is CONSOLE CONNECT INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and CONSOLE CONNECT INC.

The Parties have entered into a Plain English Continuing Guaranty and Security Agreement dated as of March 16, 2015 and Joinder Agreement and First Amendment to Plain English Continuing Guaranty and Security Agreement dated as of February 22, 2017 (together with amendments, supplements, extensions and exhibits, collectively the "Security Agreement"). Pursuant to the Security 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 consideration for the mutual covenants and agreements contained in the Security 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.

Notwithstanding the above, the Intellectual Property Collateral excludes (i) any intent-to-use trademarks and (ii) any rights or interests in or under, any license, contract, permit, Instrument, Security or franchise to which any of You is a party or any of your rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract, permit, Instrument, Security or franchise, result in a breach of the terms of, or constitute a default under, such license, contract, permit, Instrument, Security or franchise (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law or principles of equity), provided, that immediately upon the ineffectiveness, lapse or termination of any such provision the Collateral shall include, and You shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

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. SECURITY AGREEMENT

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

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Security 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 commercially reasonable lawful acts and execute and deliver all proper documents or information that may be reasonably requested by Us to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our reasonable, documented, out-of-pocket 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 may be reasonably necessary or desirable, or 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 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 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 Security 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 Security 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 Agreement, the Security 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.

IP Security Agreement (Console Connect Inc.)

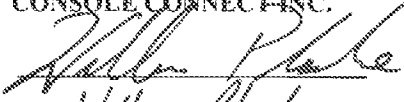
7. GOVERNING LAW; COUNTERPARTS

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: CONSOLE CONNECT INC.
Signature: 
Print Name: William Phoebe
Title: General Counsel

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between CONSOLE CONNECT INC., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number	Jurisdiction
Method And Apparatus For A Distributed Internet Architecture	Issued 1/26/2016	9,246,766	US

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number	Jurisdiction
Method and Apparatus for a Distributed Internet Architecture	Status: Pending Filed: 4/27/2015	2013332237	Australia
Method and Apparatus for a Distributed Internet Architecture	Status: Pending Filed: 6/17/2015	201380066040X	China
Method and Apparatus for a Distributed Internet Architecture	Status: Pending Filed: 4/17/2015	2015-537094	Japan
Method And Apparatus for A Distributed Internet Architecture	Status: Converted Filed: 10/18/2012	61/715,526	US
Method And Apparatus For A Distributed Internet Architecture	Status: Done Filed: 10/18/2013	PCT/CA2013/050790	PCT
Method And Apparatus For Identifying Different Routing Paths Between Networks	Status: Pending Filed: 4/23/2015	14/694,869	US
Analyzing IP Data Flows For Distributed Internet Architectures	Status: Converted Filed: 6/4/2014	62/007,565	US
Automated Network Peering In A Social-Network Model IP Security Agreement (Console Connect Inc.)	Status: Pending Filed: 5/15/2015	14/713,783	US

Automated Network Peering In A Social-Network Model	Status: Pending Filed: 5/4/2016	PCT/US2016/030732	PCT
Data Monitoring/Aggregation For Evaluating Connections Between Networks	Status: Pending Filed: 12/30/2015	14/985,120	US
Data Monitoring/Aggregation For Evaluating Connections Between Networks	Status: Pending Filed: 12/16/2016	PCT/US2016/067277	PCT
Virtual Router For Paths Between Autonomous-System Pairs	Status: Pending Filed: 8/8/2016	15/231,080	US
Managing Physical Network Cross-Connects in a Data Center	Status: Pending Filed: 03/29/2016	62/314,647	US

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between CONSOLE CONNECT INC., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
CLOUDROUTER		86158759	Registered
CONSOLE		86723435	Registered
C CONSOLE		86723430	Registered
SOFTWARE-DEFINED INTERCONNECTION		86660398	Registered
CLOUDROUTER		86520449	Registered
CLOUDROUTER		86539124	Registered
SDI		86466491	Registered
IIX		86131599	Registered
VIRTUALIZING THE CORE OF THE INTERNET		86131977	Registered
PEERINGCLOUD		86120748	Registered

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
None			

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between CONSOLE CONNECT INC. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		