

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418704

<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>
Solarflare Communications, Inc.		02/23/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ally Bank		
<b>Street Address:</b>	300 Park Avenue		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2996679	SOLARFLARE	
<b>Registration Number:</b>	3528222	OPENONLOAD	
<b>Registration Number:</b>	4001500	ENTERPRISEONLOAD	
<b>Registration Number:</b>	4021906	SOLARFLARE	
<b>Registration Number:</b>	4478530	APPLICATIONONLOAD	
<b>Registration Number:</b>	4716816	SOLARCAPTURE	
<b>Registration Number:</b>	4726069	FLAREON	
<b>Registration Number:</b>	4863611	APPFLEX	
<b>Registration Number:</b>	5057459	SOLARSECURE	
<b>Serial Number:</b>	87033785	SOLARSECURE DOMAIN FORTRESS	
<b>Serial Number:</b>	87033715	SOLARSECURE POLICY ENFORCER	
<b>Serial Number:</b>	87288078	SERVERLOCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	800-494-5225		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>TRADEMARK</b>			

OP \$315.00 2996679

**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** F168851

**NAME OF SUBMITTER:** Robin Dunn

**SIGNATURE:** /Robin Dunn/

**DATE SIGNED:** 03/07/2017

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 23, 2017 by and between ALLY BANK ("*Bank*") and SOLARFLARE COMMUNICATIONS, INC., a Delaware corporation ("*Grantor*").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure all of its Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof (collectively, "Intellectual Property Collateral"); provided, however, that "Intellectual Property Collateral" shall not include rights under or with respect to any General Intangible, license, permit or authorization to the extent any such General Intangible, license, permit or authorization, by its terms or by law, prohibits the assignment of, or the granting of a Lien over the rights of a grantor thereunder or which would be invalid or unenforceable upon any such assignment or grant (the "Restricted Assets"), provided that (A) the proceeds of any Restricted Asset shall continue to be deemed to be "Intellectual Property Collateral", and (B) this provision shall not limit the grant of

any Lien on or assignment of any Restricted Asset to the extent that the Code or any other applicable law provides that such grant of Lien or assignment is effective irrespective of any prohibitions to such grant provided in any Restricted Asset (or the underlying documents related thereto).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

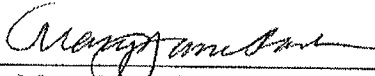
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Copyrights, Patents and Trademarks of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

Solarflare Communications, Inc.

By   
Name Mary Jane Abalos  
Title Chief Financial Officer

Address of Grantor:

7505 Irvine Center Drive, Suite 100  
Irvine, California 92618

Bank:

Ally Bank

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Bank:

300 Park Avenue, 4th Floor  
New York, New York 10022

*[Signature page—Intellectual Property Security Agreement (Parent)]*

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Grantor:

Solarflare Communications, Inc.


By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Address of Grantor:

7505 Irvine Center Drive, Suite 100  
Irvine, California 92618

Bank:

Ally Bank

By   
Name Jeff Rushnak  
Title Authorized Signatory

Address of Bank:

300 Park Avenue, 4th Floor  
New York, New York 10022

*[Signature page—Intellectual Property Security Agreement (Parent)]*

**EXHIBIT A**  
**COPYRIGHTS**

None.

**EXHIBIT B**

**PATENTS**

<b>Title</b>	<b>Priority Date</b>	<b>Official No.</b>	<b>Application No</b>	<b>Filing Date</b>
Network Card and Protocol	16-Sep-02	7844742	10/661765	15-Sep-03
	16-Sep-02	7970949	11/750117	15-Sep-03
	16-Sep-02	9112752	12/910391	22-Oct-10
	16-Sep-02	8954613	13/112362	20-May-11
Managing Data Transmission	3-Mar-03	8930557	10/548121	3-Mar-04
Data Protocol	3-Mar-03	7934141	10/548126	3-Mar-04
	3-Mar-03	9043671	13/053112	3-Mar-04
Dual-Level Driver	2-Mar-04	8855137	11/514764	2-Mar-05
	2-Mar-04		14/489417	17-Sep-14
Dynamic Resource Allocation	9-Sep-04	8219712	11/662527	2-Sep-05
RDMA Event Generation	21-Apr-04	8737431	13/204135	5-Aug-11
User-Level Stack	21-Apr-04	8005916	11/111481	21-Apr-05
	21-Apr-04	8612536	13/173349	30-Jun-11
Forking Applications	15-Mar-05	8650569	11/900377	10-Mar-06
Copy Routing Tables	30-Mar-05	8868780	11/982109	10-Mar-06
Queing for Locks	10-Mar-05	7844782	11/982108	10-Mar-06
Intercepting Instructions	15-Mar-05	8006252	11/982110	31-Oct-07
Transmitting Data	15-Mar-05	8782642	11/982148	10-Mar-06
Intercepting Instructions	15-Mar-05	8533740	13/186672	20-Jul-11
Forking Applications	15-Mar-05	9063771	14/151642	9-Jan-14
Transmitting Data	15-Mar-05	9552225	14/321201	1-Jul-14
Copy Routing Tables	30-Mar-05		14/519065	20-Oct-14
	30-Mar-05		15/247696	25-Aug-16
Processing Network Traffic	15-Jun-05	8645558	11/916973	15-Jun-06
Poll Cache	15-Jun-05	8635353	13/548281	15-Jun-06
A Synchronous Signal Delivery	15-Jun-05	9043380	13/548308	15-Jun-06
	15-Jun-05		14/663898	20-Mar-15
	15-Jun-05		15/146032	4-May-16
Virtualisation Support	10-Jan-06	8286193	12/215437	28-Dec-06
Async I/O	28-Dec-05	9319340	13/633830	28-Dec-06
Bridging	28-Dec-05		13/644433	28-Dec-06
Async I/O	28-Dec-05		15/081719	25-Mar-16
WSP-Level TCP	10-Jul-06	8489761	12/373173	9-Jul-07
Chimney Implementation of TCP	10-Jul-06		13/720770	9-Jul-07
Interrupt Management	10-Jul-06		13/722841	9-Jul-07



Title	Priority Date	Official No.	Application No	Filing Date
INTERRUPT MANAGEMENT	2-Mar-04	7769923	11/050476	3-Feb-05
	2-Mar-04	8131895	12/754495	5-Apr-10
Rate Pacing	11-Jan-06	7596644	11/329444	11-Jan-06
Transmit Completion Event	3-Feb-05	7562366	11/050483	3-Feb-05
Queue Empty Events	3-Feb-05	7831749	11/050474	3-Feb-05
Queue Depth Management	3-Feb-05	7610413	11/050419	3-Feb-05
Hashing Algorithm	20-Oct-05	7984180	11/255124	20-Oct-05
	16-Jun-11	8959095	13/162421	16-Jun-11
	16-Jun-11		14/611105	30-Jan-15
PACKET FORMAT VALIDATION	27-Apr-05	7634584	11/116018	27-Apr-05
	4-Nov-09	8380882	12/612078	4-Nov-09
	12-Feb-13		13/765579	12-Feb-13
DMA DESCRIPTOR QUEUE	17-Jun-05	7496699	11/156228	17-Jun-05
MULTICAST PACKET RECEPTION	8-Feb-06	8116312	11/351177	8-Feb-06
	10-Jan-12	8817784	13/347545	10-Jan-12
	19-Aug-14	9083539	14/463499	19-Aug-14
DRIVER LEVEL SEGMENTATION	1-Nov-06	9077751	12/513132	18-Oct-07
	1-Nov-06	9225807	14/700101	18-Oct-07
Virtualised RSS	29-Nov-07	8543729	12/745535	18-Nov-08
Listening Sockets	5-Feb-08	9304825	12/866435	4-Feb-09
Virtualised Interface Function	18-Dec-08	8447904	12/637554	14-Dec-09
Remote Functionality Selection	19-Aug-09	9210140	12/858345	17-Aug-10
Mapped Fifo Buffering	20-Dec-10	9008113	13/070924	24-Mar-11
	20-Dec-10		14/667295	24-Mar-15
Header Processing Engine	21-Dec-09	8743877	12/686280	13-Jan-10
	21-Dec-09	9124539	14/261199	24-Apr-14
Switching API	8-Oct-09	8423639	12/900217	7-Oct-10
Controller Intergration	29-Jul-09	9256560	12/687382	14-Jan-10
Encapsulated Accelerator	9-Dec-10	8996644	12/964642	9-Dec-10
	16-Oct-12		13/671434	7-Nov-12
	23-Feb-15		14/629394	23-Feb-15
	9-Dec-10		14/629319	9-Dec-10
EPOLL Optimisation	31-Mar-11	9384071	13/158176	10-Jun-11
	31-Mar-11		15/042507	10-Jun-11
Reducing Network Latency	29-Jul-11	9258390	13/283420	27-Oct-11
	29-Jul-11	9456060	15/016659	5-Oct-11
	29-Jul-11		15/253822	31-Aug-16
Modifying Application	22-Aug-11	8763018	13/283423	27-Oct-11
	27-Oct-11		14/250290	10-Apr-14

Title	Priority Date	Official No.	Application No	Filing Date
Message Acceleration	22-Sep-11	9003053	13/624788	21-Sep-12
Avoiding Delayed Data	2-May-12	9391840	13/789221	7-May-13
Fast Linkup Arbitration	3-Jul-12	9391841	13/789238	7-Mar-13
	3-Jul-12		15/018768	8-Feb-16
Feed Processing	16-Oct-12		13/789353	7-Mar-13
TCP Processing For Device	29-Jul-11		13/754792	30-Jan-13
	29-Jul-11		14/231510	31-Mar-14
	29-Jul-11		15/287666	6-Oct-16
Packet Capture	30-May-13	9300599	14/291741	30-May-14
PIO Mode	6-Nov-13		14/073735	6-Nov-13
Kill Switch	8-Apr-13	9426124	14/165371	27-Jan-14
	8-Apr-13		14/248082	8-Apr-14
	8-Apr-13		15/231564	20-Jul-16
Wire Order Delivery API	31-Mar-14		14/231558	31-Mar-14
Security NIC	17-Mar-15		14/660812	17-Mar-15
	23-Aug-16		15/244,955	23-Aug-16
Flow Filtering: Throttler	3-Jun-15		14/730094	3-Jun-15
Packet Poisoner	29-Dec-15		14/983263	29-Dec-15
	29-Dec-15		15/385644	20-Dec-16
Capture SolarSystem	26-Jun-15		14/752472	26-Jun-15
Protocol Stack	27-May-16		15/167707	27-May-16
TCP Receive Flow	2-Nov-16		15/341967	2-Nov-16

**EXHIBIT C**  
**TRADEMARKS**

\*As of December 31, 2016

<b>Title and Description</b>	<b>Date of Application</b>	<b>Date of Registration</b>	<b>Pending Serial No.</b>	<b>Registered Trademark No.</b>
SOLARFLARE	5/10/2004	9/20/2005	76/591,267	2,996,679
OPENONLOAD	2/23/2007	11/4/2008	77/114,484	3,528,222
ENTERPRISEONLOAD	9/28/2010	7/26/2011	85/140,283	4,001,500
SOLARFLARE	11/29/2010	9/6/2011	85/186,726	4,021,906
APPLICATIONONLOAD	12/23/2011	2/4/2014	85/503,081	4,478,530
SOLARCAPTURE	9/10/2012	4/7/2015	85/725,342	4,716,816
FLAREON	7/18/2013	4/28/2015	86/013,444	4,726,069
APPFLEX	7/18/2013	12/1/2015	86/013,460	4,863,611
SOLARSECURE	9/4/2015	10/11/2016	86/748,244	5,057,459
SOLARECURE DOMAIN FORTRESS	5/11/2016	Not yet registered	87/033,785	Not yet registered
SOLARSECURE POLICY ENFORCER	5/11/2016	Not yet registered	87/033,715	Not yet registered
SERVERLOCK	1/3/2017	Not yet registered	87/288,078	Not yet registered