TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM424436

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILICON VALLEY BANK, AS SUCCESSOR ADMINISTRATIVE AGENT		04/17/2017	Banking Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	BreakingPoint Systems, Inc.		
Street Address:	3900 N Capital of Texas Hwy, Ste 180		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78746		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3607653	BREAKINGPOINT

CORRESPONDENCE DATA

Fax Number: 3142592020

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.

Phone: 314-259-2000

Email: bcipdocketing@bryancave.com

BRYAN CAVE LLP Correspondent Name:

Address Line 1: 211 North Broadway, Suite 3600 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	Breaking Point 0379082	
NAME OF SUBMITTER:	HAROLD R. BURROUGHS	
SIGNATURE:	/Harold R. Burroughs/	
DATE SIGNED:	04/20/2017	

Total Attachments: 5

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE is made as of April, 2017 by Silicon Valley Bank, successor to Bank of America, N.A. in its capacity as administrative agent for the Secured Parties (in such capacity, the "Administrative Agent") pursuant to the Security and Pledge Agreement, dated as of December 21, 2012 among Ixia, the Grantors party thereto and the Administrative Agent for the Secured Parties referenced therein (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement.

WITNESSETH:

WHEREAS, BreakingPoint Systems, Inc., a Delaware corporation (the "<u>Grantor</u>"), certain of its affiliates and Administrative Agent are parties to the Security Agreement;

WHEREAS, pursuant to the Security Agreement, the Grantor was required to execute and deliver a Notice of Grant of Security Interest in Trademarks (the "<u>Trademark Security Agreement</u>") to the Administrative Agent for purposes of filing with the United States Patent and Trademark Office (the "<u>USPTO</u>");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, among other collateral as set forth therein, a continuing security interest in and lien on all of the Grantor's right, title and interest, including goodwill in the Trademark Collateral (as defined below) as security for certain obligations owed by the Grantor to the Secured Parties;

WHEREAS, the Trademark Security Agreement was recorded by the USPTO on January 25, 2013, at Reel 4949, Frame 0052; and

WHEREAS, the Grantor has requested that the Administrative Agent release its security interest in and lien on the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Administrative Agent, on behalf of the Secured Parties, hereby irrevocably releases, terminates, cancels and forever discharges, without recourse, undertaking, representation or warranty of any kind, all of its security interest in and lien on all Trademarks and trademark applications, including, without limitation, those referred to on Schedule 1 hereto, the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom, in each case arising under the Security Agreement or the Trademark Security Agreement (collectively, the "Trademark Collateral"), and any and all other security interests or liens that the Administrative Agent or its predecessors, successors, assigns and transferees may have in or on the Trademark Collateral.

- 2. The Administrative Agent hereby authorizes and requests that the USPTO and any successor office or any similar office in any other country note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights with respect to the Trademark Collateral.
- 3. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this release.
- 4. This release shall be governed and construed in accordance with the laws of the state of California.
- 5. This release shall be binding upon the Administrative Agent's successors, assigns, transferees and other legal representatives, and is made in favor of and for the benefit of the Grantor and its successors and assigns.

[Signature Page Follows]

ACTIVE 220514511

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Trademark Release to be executed as of the day and year first above written.

Silicon Valley Bank, as Administrative Agent

By:

Name: Raj Morey Title: Director

Acknowledged and Agreed

BreakingPoint Systems, Inc.,

as Grantor

By:____ Name:_

Title: Treasurer

SCHEDULE 1

$\underline{TRADEMARKS}$

MARK	CLASS	APP. NO./ APP. DATE	REG. NO./ REG. DATE	CURRENT OWNER
BREAKINGPOINT	9 42	78762836 29-NOV-2005	3607653 14-APR-2009	BREAKINGPOINT SYSTEMS, INC.

ACTIVE 220514511

RECORDED: 04/20/2017