

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456729

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RADISYS CORPORATION		01/03/2018	Corporation: OREGON
RADISYS INTERNATIONAL LLC		01/03/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HCP-FVG, LLC		
Street Address:	17 STATE STREET		
Internal Address:	SUITE 3230		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1543346	EPC	
Registration Number:	1622221	RADISYS	
Registration Number:	2275729	TAPA	
Registration Number:	4369418	TOTALENODEB	
Registration Number:	2075091	TRILLIUM	
Registration Number:	2020706	TRILLIUM	
Registration Number:	2315838	TRILLIUM	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		

CH \$190.00 1543346

ATTORNEY DOCKET NUMBER:	37092.003
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	01/03/2018

Total Attachments: 13

source=Hale_Radisys - IP Security Agreement - Trademarks#page1.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page2.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page3.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page4.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page5.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page6.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page7.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page8.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page9.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page10.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page11.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page12.tif
source=Hale_Radisys - IP Security Agreement - Trademarks#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of January 3, 2018, is made by the entities identified as grantors on the signature pages hereto (each individually, a “Grantor” and collectively, the “Grantors”), in favor of HCP-FVG, LLC, a Delaware limited liability company, as collateral agent for itself and the purchasers (the “Collateral Agent”).

WHEREAS, RADISYS CORPORATION, an Oregon corporation (“Borrower”), the various Guarantors (as defined therein) from time to time party thereto, the Collateral Agent, and each Purchaser (as defined therein) party thereto have entered into that certain Note Purchase Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Note Purchase Agreement.

WHEREAS, as a condition precedent to purchasing Notes by the Purchasers under the Note Purchase Agreement, the Grantors, among others, have executed and delivered in favor of the Purchasers that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Purchasers and Collateral Agent, a valid and continuing security interest in, among other property, all Intellectual Property of such Grantor other than the Excluded Property (as defined in the Security Agreement), and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security.

(i) Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Purchasers and the Collateral Agent, a valid and continuing security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(1) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(2) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(3) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the

foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(4) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(5) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing; and

(ii) Notwithstanding anything to the contrary set forth herein, the Collateral shall not include any Excluded Property (as defined in the Security Agreement).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment in cash and performance when due of all Obligations of the Borrower in accordance with the terms of the Note Purchase Agreement, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement with respect to any Collateral.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

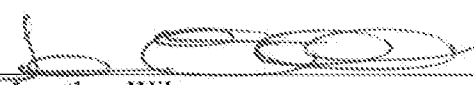
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. If, in the event, there is a conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, construed in accordance with, and enforced under, the laws of the State of New York, without regard to the principles of conflicts of law of such state that would require the application of the law of another jurisdiction.

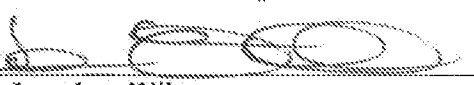
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RADISYS CORPORATION,
an Oregon corporation

By: 
Name: Jonathan Wilson
Title: Chief Financial Officer, Vice President of
Finance and Corporate Secretary

RADISYS INTERNATIONAL LLC,
a Delaware limited liability company

By: 
Name: Jonathan Wilson
Title: Chief Financial Officer and Secretary

Acknowledged and Agreed to as of
the date hereof by:

HCP-FVG, LLC, as Collateral Agent



By: _____

Name: Martin Hale Jr.

Title: Authorized Signatory

SCHEDULE A
PATENTS

Active U.S. Registrations:

Country	Application No.	Filing Date	Patent No	Issue Date	Title	Status	Registrant
United States of America	10/153,666	May 24, 2002	7,024,492	Apr 4, 2006	MEDIA BUS INTERFACE ARBITRATION FOR A DATA SERVER	Issued	RadiSys Corporation
United States of America	10/153,665	May 24, 2002	7,467,179	Dec 16, 2008	BACKPLANE ARCHITECTURE FOR A DATA SERVER	Issued	RadiSys Corporation
United States of America	10/153,820	May 24, 2002	7,124,163	Oct 17, 2006	DATA SERVER	Issued	RadiSys Corporation
United States of America	09/635,633	Aug 10, 2000	6,738,356	May 18, 2004	OBJECT ORIENTED VIDEO MERGING SYSTEM	Issued	RadiSys Corporation
United States of America	12/237,840	Sep 25, 2008	8,081,191	Dec 20, 2011	MULTIMEDIA PROCESSING IN PARALLEL MULTI-CORE COMPUTATION ARCHITECTURES	Issued	RadiSys Corporation
United States of America	12/023,724	Jan 31, 2008	8,446,846	May 21, 2013	METHOD OF PASSING SIGNAL EVENTS THROUGH A VOICE OVER IP AUDIO MIXER DEVICE	Issued	RadiSys Corporation

United States of America	11/961,645	Dec 20, 2007	8,599,747	Dec 3, 2013	LAWFUL INTERCEPTION OF REAL TIME PACKET DATA	Issued	RadiSys Corporation
United States of America	09/404,310	Sep 24, 1999	6,442,758	Aug 27, 2002	MULTIMEDIA CONFERENCING SYSTEM HAVING A CENTRAL PROCESSING RadiSys Corporation HUB FOR PROCESSING VIDEO AND AUDIO DATA FOR REMOTE USERS	Issued	RadiSys Corporation
United States of America	12/541,738	Aug 14, 2009	8,477,661	Jul 2, 2013	DISTRIBUTED MEDIA MIXING AND CONFERENCING IN IP NETWORKS	Issued	RadiSys Corporation
United States of America	13/468,947	May 10, 2012	8,879,438	Nov 4, 2014	RESOURCE EFFICIENT ACOUSTIC ECHO CANCELLATION IN IP NETWORKS	Issued	RadiSys Corporation
United States of America	08/711,721	Sep 4, 1996	5,758,134	May 26, 1998	MICROPROCESSED EMBEDDED CONTROL SYSTEM HAVING AN AUTOMATIC CLOCK SLOWDOWN CIRCUIT	Issued	RadiSys Corporation
United States of America	09/872,478	Jun 1, 2001	7,042,892	May 9, 2006	VOICE-OVER IP COMMUNICATION WITHOUT ECHO CANCELLATION	Issued	RadiSys Corporation

United States of America	08/564,024	Nov 29, 1995	5,745,672	Apr 28, 1998	MAIN MEMORY SYSTEM AND CHECKPOINTING PROTOCOL FOR A FAULT-TOLERANT COMPUTER SYSTEM USING A READ BUFFER	Issued	RadiSys Corporation
United States of America	08/044,303	Apr 7, 1993	5,621,887	Apr 15, 1997	FAULT TOLERANT DISK MANAGEMENT SYSTEM	Issued	RadiSys Corporation
United States of America	08/674,660	Jul 2, 1995	5,787,243	Jul 28, 1998	MAIN MEMORY SYSTEM AND CHECKPOINTING PROTOCOL FOR FAULT-TOLERANT COMPUTER SYSTEM	Issued	RadiSys Corporation
United States of America	08/564,021	Nov 29, 1995	5,864,657	Jan 26, 1999	MAIN MEMORY SYSTEM AND CHECKPOINTING PROTOCOL FOR FAULT-TOLERANT COMPUTER SYSTEM	Issued	RadiSys Corporation
United States of America	08/564,023	Nov 29, 1995	5,737,514	Apr 7, 1998	REMOTE CHECKPOINT MEMORY SYSTEM AND PROTOCOL FOR A FAULT-TOLERANT COMPUTER SYSTEM	Issued	RadiSys Corporation

United States of America	08/564,665	Nov 29, 1995	5,751,939	May 12, 1998	BUFFERLESS CHECKPOINTING SYSTEM AND PROTOCOL FOR FAULT-TOLERANT COMPUTER SYSTEM	Issued	RadiSys Corporation
United States of America	09/056,435	Apr 7, 1998	6,141,723	Oct 31, 2000	VIRTUAL MACHINE SYSTEM FOR ACCESSING EXTERNAL SUBPROGRAM FUNCTIONS	Issued	RadiSys Corporation
United States of America	08/708,801	Sep 9, 1996	6,058,430	May 2, 2000	VERTICAL BLANKING INTERVAL ENCODING OF INTERNET ADDRESSES FOR INTEGRATED TELEVISION/INTERNET DEVICES	Issued	RadiSys Corporation
United States of America	09/474,721	Dec 29, 1999	6,349,033	Feb 19, 2002	METHOD AND APPARATUS FOR HEAT DISPERSION FROM THE BOTTOM SIDE OF INTEGRATED CIRCUIT PACKAGES ON PRINTED CIRCUIT BOARDS	Issued	RadiSys Corporation
United States of America	08/927,452	Sep 11, 1997	5,971,506	Oct 26, 1999	SYSTEM FOR RACK MOUNTING A DESK-TOP COMPUTER	Issued	RadiSys Corporation

United States of America	08/729,585	Oct 11, 1996	5,816,859	Oct 6, 1998	SEPARABLE WIRE TERMINUS CONNECTOR MOUNTING ASSEMBLY SYSTEM FOR USE WITH COMPUTERS	Issued	RadiSys Corporation
United States of America	11/005,910	Dec 6, 2004	7,652,891	Jan 26, 2010	AIRFLOW CONTROL SYSTEM	Issued	RadiSys Corporation
United States of America	12/686,255	Jan 12, 2010	7,864,541	Jan 4, 2011	AIRFLOW CONTROL SYSTEM	Issued	RadiSys Corporation
United States of America	11/092,358	Mar 29, 2005	7,248,479	Jul 24, 2007	THERMAL MANAGEMENT FOR HOT-SWAPPABLE MODEL	Issued	RadiSys Corporation
United States of America	11/202,269	Aug 10, 2005	7,283,921	Oct 16, 2007	MODELING MODULE	Issued	RadiSys Corporation
United States of America	10/883,494	Jun 30, 2004	7,209,351	Apr 24, 2007	TELECOM EQUIPMENT CHASSIS USING MODULAR AIR COOLING SYSTEM	Issued	RadiSys Corporation
United States of America	11/053,727	Feb 8, 2005	7,316,606	Jan 8, 2008	AUXILIARY AIRFLOW SYSTEM	Issued	RadiSys Corporation
United States of America	11/087,256	Mar 23, 2005	7,215,552	May 8, 2007	AIRFLOW REDISTRIBUTION DEVICE	Issued	RadiSys Corporation
United States of America	11/024,625	Dec 29, 2004	7,209,364	Apr 24, 2007	CIRCUIT BOARD LATCH SYSTEM	Issued	RadiSys Corporation

United States of America	10/875,968	Jun 24, 2004	7,259,961	Aug 21, 2007	RECONFIGURABLE AIRFLOW DIRECTOR FOR MODULAR BLADE CHASSIS	Issued	RadiSys Corporation
United States of America	13/369,070	Feb 8, 2012	8,553,552	Oct 8, 2013	STATELESS LOAD BALANCER IN A MULTI-NODE SYSTEM FOR TRANSPARENT PROCESSING WITH PACKET PRESERVATION	Issued	RadiSys Corporation
United States of America	14/015,683	Aug 30, 2013	8,848,536	Sep 30, 2014	STATELESS LOAD BALANCER IN A MULTI-NODE SYSTEM FOR TRANSPARENT PROCESSING WITH PACKET PRESERVATION	Issued	RadiSys Corporation
United States of America	13/369,073	Feb 8, 2012	8,711,681	Apr 29, 2014	SWITCH REDUNDANCY IN SYSTEMS WITH DUAL-STAR BACKPLANES	Issued	RadiSys Corporation
United States of America	12/691,524	Jan 21, 2010	8,385,199	Feb 26, 2013	ADAPTIVE TRAFFIC SHAPING FOR WIRELESS COMMUNICATION SYSTEMS	Issued	RadiSys Corporation
United States of America	13/662,981	Oct 29, 2012	9,170,615	Oct 27, 2015	COMPACT NETWORK SERVER OR APPLIANCE	Issued	RadiSys Corporation

United States of America	13/461,607	May 1, 2012	8,660,528	Feb 25, 2014	ADAPTIVE COVERAGE AREA BY BEACON BREATHING	Issued	RadiSys Corporation
United States of America	15/442,502	Feb 24, 2017			RACK HAVING UNIFORM BAYS AND AN OPTICAL INTERCONNECT SYSTEM FOR SHELF-LEVEL, MODULAR DEPLOYMENT OF SLEDS ENCLOSED INFORMATION TECHNOLOGY EQUIPMENT	Published	RadiSys Corporation
United States of America	13216628	Aug 24, 2011	8226340	Jul 24, 2012	FRAMEWORK FOR ACCESS CONTROL WITHOUT BARRING LOCATION AREA CODE	Registered	RadiSys Corporation


Pending U.S. Applications:

Country	Application No.	Filing Date	Title	Status	Registrant
United States of America	62/425,467	Nov 22, 2016	NETWORK APPLIANCE HAVING HIERARCHICAL FLOW-PROCESSING TIERS	Pending	RadiSys Corporation
United States of America	15/435,131	Feb 16, 2017	SYSTEM OF HIERARCHICAL FLOW-PROCESSING TIERS	Pending	RadiSys Corporation

United States of America	62/400,560	Sep 27, 2016	WEIGHTED FLOW DISTRIBUTION, AND SYSTEMATIC REDISTRIBUTION UPON FAILURE, ACROSS POOL OF PROCESSING RESOURCES TAKING ACCOUNT OF RELATIVE LOADING	Pending	RadiSys Corporation
United States of America	15/717,790	Sep 27, 2017	WEIGHTED FLOW DISTRIBUTION, AND SYSTEMATIC REDISTRIBUTION UPON FAILURE, ACROSS POOL OF PROCESSING RESOURCES TAKING ACCOUNT OF RELATIVE LOADING	Pending	RadiSys Corporation
United States of America	15/710,452	Sep 20, 2017	OPTIMIZATION OF MULTI-TABLE LOOKUPS FOR SOFTWARE-DEFINED NETWORKING SYSTEMS	Pending	RadiSys Corporation
United States of America	62/397,291	Sep 20, 2016	OPTIMIZATION OF OPENFLOW MULTITABLE LOOKUP PROCESS FOR FLOWS HAVING CONFLICTING PRIORITY	Pending	RadiSys Corporation

SCHEDULE B
TRADEMARKS

Active U.S. Registrations:

MARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE	Registrant	Country
EPC	73/736,691	1543346	06/27/1988	06/13/1989	RADISYS CORPORATION	United States of America
RADISYS	74/014,772	1622221	12/28/1989	11/13/1990	RADISYS CORPORATION	United States of America
TAPA	75/457,795	2275729	03/27/1998	09/07/1999	RADISYS INTERNATIONAL LLC	United States of America
TOTALENODEB	85/504,394	4369418	12/27/2011	07/16/2013	RADISYS INTERNATIONAL LLC	United States of America
TRILLIUM	75/024,695	2075091	11/28/1995	07/01/1997	RADISYS INTERNATIONAL LLC	United States of America
TRILLIUM	75/024,697	2020706	11/28/1995	12/03/1996	RADISYS INTERNATIONAL LLC	United States of America
TRILLIUM AND DESIGN 	75/537,652	2315838	08/17/1998	02/08/2000	RADISYS INTERNATIONAL LLC	United States of America

Pending U.S. Applications: None.