

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM458655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NetScout Systems, Inc.		01/16/2018	Corporation: DELAWARE
AirMagnet, Inc.		01/16/2018	Corporation: CALIFORNIA
Arbor Networks, Inc.		01/16/2018	Corporation: DELAWARE
NetScout Systems Texas, LLC		01/16/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2882524	INFINISTREAM
Registration Number:	5317833	INFINISTREAMNG
Registration Number:	5308413	VSTREAM
Registration Number:	4375619	CP CLOUDPRESERVATION
Registration Number:	4132372	DISCOVERY CLOUD
Registration Number:	4691482	N NEXTPOINT
Registration Number:	5356486	LINKSPRINTER
Registration Number:	5356487	LINKRUNNER
Registration Number:	5192217	ARBOR CLOUD
Registration Number:	5312165	ARBOR NETWORKS SPECTRUM
Registration Number:	5135588	SANDAST MADE IN USA
Registration Number:	5012548	GEOSOFT
Registration Number:	3243798	TRUECALL
Registration Number:	4091884	XPERIUM
Serial Number:	86767679	ADAPTIVE SERVICE INTELLIGENCE
Serial Number:	86767652	ASI

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86981972	ASI
Serial Number:	87589931	INFINISTREAM
Serial Number:	87630078	NETSCOUT
Serial Number:	87307579	VSCOUT
Serial Number:	87621212	SMART DATA CORE
Serial Number:	87399834	A
Serial Number:	87399866	ARBOR NETWORKS
Serial Number:	87104019	ARBOR NETWORKS THE SECURITY DIVISION OF
Serial Number:	87453951	ATLAS INTELLIGENCE FEED
Serial Number:	87453934	WISR
Serial Number:	87453886	WORLDWIDE INFRASTRUCTURE SECURITY REPORT
Serial Number:	87163039	Q-SRV

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F174957
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	01/19/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of January 16, 2018 (this "Agreement"), among NetScout Systems, Inc. (the "Borrower") and the other Subsidiary Loan Parties which are signatories hereto (together with the Borrower, the "Grantors", and each, a "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of January 16, 2018, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of July 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, all extensions or

renewals thereof and all common law rights related thereto, including those listed on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to any "intent to use" trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

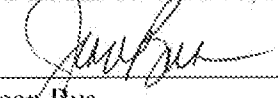
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTORS

NETSCOUT SYSTEMS, INC.


By: 
Name: Jean Bua
Title: Executive Vice President and
Chief Financial Officer

AIRMAGNET, INC.,
ARBOR NETWORKS, INC.,
NETSCOUT SYSTEMS TEXAS, LLC

By: 
Name: Jean Bua
Title: Chief Financial Officer and
Treasurer

[Signature Page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A., as
Administrative Agent,

By: 
Name: Douglas Panchal
Title: Executive Director

[Signature Page to Trademark Security Agreement]

SCHEDULE I

United States Trademark Registrations and Applications

Trademark	<u>App. No./</u> <u>App. Date</u>	<u>Reg. No./</u> <u>Reg. Date</u>	Record Owner	Status
ADAPTIVE SERVICE INTELLIGENCE	86/767,679 (24-Sept-2015)		NetScout Systems, Inc.	Pending
ASI	86/767,652 (24-Sept-2015)		NetScout Systems, Inc.	Pending
ASI	86/981,972 (24-Sept-2015)		NetScout Systems, Inc.	Abandoned
INFINISTREAM	76/450,790 (18-Sept-2002)	2,882,524 (07-Sept-2004)	NetScout Systems, Inc.	Registered
INFINISTREAMNG	86/918,536 24-Feb-2016	5317833 (24-Oct-2017)	NetScout Systems, Inc.	Registered
INFINISTREAM	87/589,931 (30-Aug-2017)		NetScout Systems, Inc.	Pending
NETSCOUT	87/630,078 (02-Oct-2017)		NetScout Systems, Inc.	Pending
VSTREAM	87/307,571 (19-Jan-2017)	5308413 (10-Oct-2017)	NetScout Systems, Inc.	Registered
VSCOUT	87/307,579 (19-Jan-2017)		NetScout Systems, Inc.	Pending
CP CLOUDPRESERVATION (& Design)	85/794,318 (04-Dec-2012)	4,375,619 (30-July-2013)	NetScout Systems, Inc.	Registered
DISCOVERY CLOUD	77/982,031 (28-Jan-2010)	4,132,372 (24-Apr-2012)	NetScout Systems, Inc.	Registered
N NEXTPOINT (& Design)	86/313,558 (18-June-2014)	4,691,482 (24-Feb-2015)	NetScout Systems, Inc.	Registered
SMART DATA CORE	87/621,212 (25-Sept-2017)		NetScout Systems, Inc.	Pending
LINKSPRINTER	87/329,076 (08-Feb-2017)	5,356,486 (12-Dec-2017)	AirMagnet, Inc.	Registered

LINKRUNNER	87/329,091 (08-Feb-2017)	5,356,487 (12-Dec-2017)	AirMagnet, Inc.	Registered
A Cloud Design	87/399,834 (05-Apr-2017)		Arbor Networks, Inc.	Pending
ARBOR CLOUD	86/851,496 (16-Dec-2015)	5,192,217 (25-Apr-2017)	Arbor Networks, Inc.	Registered
ARBOR NETWORKS and Design	87/399,866 (05-Apr-2017)		Arbor Networks, Inc.	Pending
ARBOR NETWORKS and Design	87/104,019 (14-July-2016)		Arbor Networks, Inc.	Pending
ARBOR NETWORKS SPECTRUM	86/879,334 (19-Jan-2016)	5,312,165 (17-Oct-2017)	Arbor Networks, Inc.	Registered
ATLAS INTELLIGENCE FEED	87/453,951 (17-May-2017)		Arbor Networks, Inc.	Pending/Opposed
WISR	87/453,934 (17-May-2017)		Arbor Networks, Inc.	Pending
WORLDWIDE INFRASTRUCTURE SECURITY REPORT	87/453,886 (17-May-2017)		Arbor Networks, Inc.	Pending
GEOBLADE	86/851,549 (16-Dec-2016)	5,135,588 (07-Feb-2017)	NetScout Systems Texas, LLC	Registered
GEOSOFT	86/851,572 (16-Dec-2015)	5,012,548 (02-Aug-2016)	NetScout Systems Texas, LLC	Registered
Q-SRV	87/163,039 (07-Sept-2016)		NetScout Systems Texas, LLC	Pending
TRUECALL	78/732,545 (13-Oct-2005)	3,243,798 22-May-2007	NetScout Systems Texas, LLC	Registered
XPERIUM	85/125,789 (09-Sept-2010)	4,091,884 (24-Jan-2012)	NetScout Systems Texas, LLC	Registered