

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Netronome Systems, Inc.		06/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Kreos Capital V (UK) Limited		
Street Address:	25 Old Burlington Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	W1S3AN		
Entity Type:	Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5074823	AGILIO	
Registration Number:	3562105	NETRONOME	
Serial Number:	77281497	OPEN APPLIANCE PLATFORM	
Registration Number:	3768013	NETRONOME SSL INSPECTOR	
Serial Number:	77314521	OPEN APPLIANCE ARCHITECTURE	
Serial Number:	77281499	SSL INSPECTOR	
Serial Number:	77281498	OPEN APPLIANCE SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	327135-213		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		

CH \$190.00 5074823

DATE SIGNED:	06/07/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented, waived or otherwise modified from time to time) (this “Agreement”), dated as of June 5, 2018, between Netronome Systems, Inc., a Delaware corporation (the “Borrower”) and Kreos Capital V (UK) Limited, as lender (the “Lender”).

Reference is made to the Loan and Security Agreement, dated as of June 5, 2018 (as amended, restated, supplemented, waived or otherwise modified from time to time, the “Loan and Security Agreement”) between the Borrower, each other Person party thereto from time to time, and the Lender.

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Loan and Security Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Loan and Security Agreement. The rules of construction specified in Section 12.16 of the Loan and Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Borrower, pursuant to the Loan and Security Agreement, did and hereby does grant to the Lender, its successors and its assigns, a security interest in all right, title or interest in or to any and all of the following Intellectual Property now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), 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 or any other country or any political subdivision thereof (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of the Lanham Act has been filed, to the extent that, and solely during the period for which, any assignment of an “intent to use” application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the “Trademarks”);

- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) all claims for, and rights to sue for, past or future infringements of any of the foregoing; and
- (d) all income, royalties, damages and payments now or hereafter due and payable with respect to any of the foregoing, including damages and payments for past or future infringement thereof.

SECTION 3. Security Agreement. The security interests granted to Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Loan and Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Loan and Security 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 Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

SECTION 4. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, Borrower and the Lender have caused this Agreement to be duly executed and delivered as of the date first written above.

NETRONOME SYSTEMS, INC.

By: 

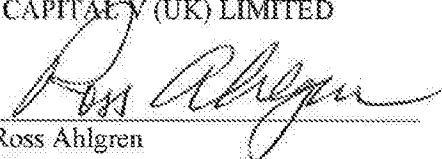
Name: Perry Grace

Title: Chief Financial Officer

[Signature Page to the Trademark Security Agreement]

IN WITNESS WHEREOF, Borrower and the Lender have caused this Agreement to be duly executed and delivered as of the date first written above.

KREOS CAPITAL V (UK) LIMITED

By: 
Name: Ross Ahlgren
Title: Director

[Signature Page to the Trademark Security Agreement]

SCHEDULE I

Trademark Applications and Registrations

Owner	Trademark / Trademark Application	Trademark No. / Application No.	Issue Date / Application Date
Netronome Systems, Inc.	Agilio	5074823	11/1/2016 / 10/2/2015
Netronome Systems, Inc.	Netronome	3562105	1/13/2009 / 9/17/2007
Netronome Systems, Inc.	Open Appliance Platform (Abandoned)	77281497	7/29/2008 / 9/17/2007
Netronome Systems, Inc.	Netronome SSL Inspector (Abandoned)	3768013	3/30/2010 / 11/5/2007
Netronome Systems, Inc.	Open Appliance Architecture (Abandoned)	77314521	10/26/2007
Netronome Systems, Inc.	SSL Inspector (Abandoned)	77281499	9/17/2007
Netronome Systems, Inc.	Open Appliance System (Abandoned)	77281498	9/17/2007