

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491007

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Virtual Instruments Worldwide, Inc.		09/06/2018	Corporation:
Virtual Instruments Corporation		09/06/2018	Corporation:
Virtual Instruments USA, Inc.		09/06/2018	Corporation:
Xangati, Inc.		09/06/2018	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	TRIPLEPOINT VENTURE GROWTH BDC CORP.
<b>Street Address:</b>	2755 Sand Hill Road
<b>City:</b>	Menlo Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
<b>Registration Number:</b>	4657508	LOAD DYNAMIX
<b>Registration Number:</b>	4585640	
<b>Registration Number:</b>	4466529	PERFORMANCE. AVAILABILITY. GUARANTEED.
<b>Registration Number:</b>	4168201	VIRTUAL INSTRUMENTS
<b>Registration Number:</b>	3885358	X
<b>Registration Number:</b>	3876204	XANGATI
<b>Registration Number:</b>	3756036	VIRTUALWISDOM
<b>Serial Number:</b>	87415302	WORKLOADWISDOM
<b>Serial Number:</b>	86703107	CLOUDWISDOM
<b>Serial Number:</b>	86703071	APPWISDOM

## CORRESPONDENCE DATA

Fax Number:

*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: 650-815-7636

TRADEMARK

**Email:** aalwine@mwe.com, IPDocketMWE@mwe.com, jmikulina@mwe.com  
**Correspondent Name:** Judy M. Mohr / MCDERMOTT WILL & EMERY  
**Address Line 1:** 275 Middlefield Road, Suite 100  
**Address Line 4:** Menlo Park, CALIFORNIA 94025

**NAME OF SUBMITTER:** Judy M. Mohr

**SIGNATURE:** /Judy M. Mohr/

**DATE SIGNED:** 09/21/2018

**Total Attachments: 20**

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## OMNIBUS AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENTS

This is an Omnibus Amendment to Plain English Intellectual Property Security Agreements dated September 6, 2018 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, and VIRTUAL INSTRUMENTS WORLDWIDE, INC., a California corporation ("VI Worldwide"), VIRTUAL INSTRUMENTS CORPORATION, a Delaware corporation ("VI"), VIRTUAL INSTRUMENTS USA, INC., a Delaware corporation ("VIUSA"), and XANGATI, INC., a Delaware corporation ("Xangati"; and together with VI Worldwide, VI and VIUSA, the "Grantors") (this "Amendment").

### RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the Grantors, which are VI Worldwide, VI, VIUSA and Xangati and not any individual. The words "the Parties" refers to TRIPLEPOINT VENTURE GROWTH BDC CORP. and the Grantors.

B. The Parties, and any other joinder parties thereto are party to the Plain English Growth Capital Loan and Security Agreement dated December 10, 2013 (as amended, modified, supplemented, restated and amended and restated from time to time and together with extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You. All terms capitalized but not defined in this Amendment shall have the respective meanings set forth in the Loan Agreement.

C. TriplePoint Capital LLC, predecessor in interest to Us, and VI are parties to that certain Plain English Intellectual Property Security Agreement dated as of December 10, 2013 (as amended, modified, supplemented, restated and amended and restated from time to time and together with extensions and exhibits, collectively the "VI IP Security Agreement"), pursuant to which, among other things, VI granted to Us a security interest in VI's intellectual property to secure Your obligations to Us under the Loan Agreement.

D. TriplePoint Capital LLC, predecessor in interest to Us, and VIUSA are parties to that certain Plain English Intellectual Property Security Agreement dated as of December 10, 2013 (as amended, modified, supplemented, restated and amended and restated from time to time and together with extensions and exhibits, collectively the "VIUSA IP Security Agreement"), pursuant to which, among other things, VIUSA granted to Us a security interest in VIUSA's intellectual property to secure Your obligations to Us under the Loan Agreement.

E. We and Load Dynamix, Inc., predecessor in interest to VI Worldwide, are parties to that certain Plain English Intellectual Property Security Agreement dated as of April 4, 2016 (as amended, modified, supplemented, restated and amended and restated from time to time and together with extensions and exhibits, collectively the "VI Worldwide IP Security Agreement"), pursuant to which, among other things, VI Worldwide granted to Us a security interest in VI Worldwide's intellectual property to secure Your obligations to Us under the Loan Agreement.

F. We and Xangati are parties to that certain Plain English Intellectual Property Security Agreement dated as of October 11, 2016 (as amended, modified, supplemented, restated and amended and restated from time to time and together with extensions and exhibits, collectively the "Xangati IP Security Agreement" and, together with the VI Worldwide IP Security Agreement, the VI IP Security Agreement and the VIUSA IP Security Agreement, the "IP Security Agreements" and the IP Security Agreement to which each Grantor is a party, "Your IP Security Agreement"), pursuant to which, among other things, Xangati granted to Us a security interest in Xangati's intellectual property to secure Your obligations to Us under the Loan Agreement.

D. Certain items of intellectual property identified in the IP Security Agreements have been assigned to VI Worldwide, certain other items of intellectual property have been abandoned, cancelled or are otherwise no longer in effect, and certain items of Your intellectual property were not included in the IP Security Agreements. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by each of You under each of Your IP Security Agreements and, to the extent not granted in the IP Security Agreements, to grant the Liens contemplated by this Amendment.

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NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## AGREEMENT

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### 1. SCHEDULES TO IP SECURITY AGREEMENTS

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- ⇒ **Schedule A** to the VI Worldwide IP Security Agreement is hereby replaced by Exhibit A-1 attached to this Amendment and made a part of this Amendment. **Schedule A** to the VI IP Security Agreement is hereby replaced by Exhibit A-2 attached to this Amendment and made a part of this Amendment. **Schedule A** to the VIUSA IP Security Agreement is hereby replaced by Exhibit A-3 attached to this Amendment and made a part of this Amendment. **Schedule A** to the Xangati IP Security Agreement is hereby replaced by Exhibit A-4 attached to this Amendment and made a part of this Amendment.
  
- ⇒ **Schedule B** to the VI Worldwide IP Security Agreement is hereby replaced by Exhibit B-1 attached to this Amendment and made a part of this Amendment. **Schedule B** to the VI IP Security Agreement is hereby replaced by Exhibit B-2 attached to this Amendment and made a part of this Amendment. **Schedule B** to the VIUSA IP Security Agreement is hereby replaced by Exhibit B-3 attached to this Amendment and made a part of this Amendment. **Schedule B** to the Xangati IP Security Agreement is hereby replaced by Exhibit B-4 attached to this Amendment and made a part of this Amendment.
  
- ⇒ **Schedule C** to the VI Worldwide IP Security Agreement is hereby replaced by Exhibit C-1 attached to this Amendment and made a part of this Amendment. **Schedule C** to the VI IP Security Agreement is hereby replaced by Exhibit C-2 attached to this Amendment and made a part of this Amendment. **Schedule C** to the VIUSA IP Security Agreement is hereby replaced by Exhibit C-3 attached to this Amendment and made a part of this Amendment. **Schedule C** to the Xangati IP Security Agreement is hereby replaced by Exhibit C-4 attached to this Amendment and made a part of this Amendment.

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### 2. MISCELLANEOUS

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**Acknowledgment and Confirmation of Security Interest.** Each of You confirm and ratify each of Your prior assignments and grants, and assign and grant to Us a continuing, first priority security interest in all of each of Your right, title and interest in, to and under the Intellectual Property Collateral (as such term is defined in each of Your IP Security Agreements).

**Conditions to Effectiveness.** This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

**Ratification.** Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreements shall remain binding upon the parties thereto, and all provisions of the IP Security Agreements shall remain in full force and effect. You expressly ratify and affirm each of Your obligations to Us under each of Your IP Security Agreements, the Loan Agreement and the other Loan Documents.

**Complete Agreement.** This Amendment, together with each of the IP Security Agreements, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreements shall remain in full force and effect.

**Recitals.** The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

**Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**No Novation.** Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us

under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.


**Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have caused this Omnibus Amendment to Plain English Intellectual Property Security Agreements to be duly executed and delivered as of the date first written above.

<p>You: VIRTUAL INSTRUMENTS WORLDWIDE, INC.</p> <p>Signature: <u>Peter A. Dayton</u></p> <p>Print Name: <u>Peter A. Dayton</u></p> <p>Title: <u>CFO</u></p>	<p>You: VIRTUAL INSTRUMENTS CORPORATION</p> <p>Signature: <u>Peter A. Dayton</u></p> <p>Print Name: <u>Peter A. Dayton</u></p> <p>Title: <u>CFO</u></p>
<p>You: VIRTUAL INSTRUMENTS USA, INC.</p> <p>Signature: <u>Peter A. Dayton</u></p> <p>Print Name: <u>Peter A. Dayton</u></p> <p>Title: <u>CFO</u></p>	<p>You: XANGATI, INC.</p> <p>Signature: <u>Peter A. Dayton</u></p> <p>Print Name: <u>Peter A. Dayton</u></p> <p>Title: <u>CFO</u></p>
<p>Us: TRIPLEPOINT VENTURE GROWTH BDC CORP.</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	

IN WITNESS WHEREOF, the Parties have caused this Omnibus Amendment to Plain English Intellectual Property Security Agreements to be duly executed and delivered as of the date first written above.

<p><b>You:</b> VIRTUAL INSTRUMENTS WORLDWIDE, INC.</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p><b>You:</b> VIRTUAL INSTRUMENTS CORPORATION</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p><b>You:</b> VIRTUAL INSTRUMENTS USA, INC.</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p><b>You:</b> XANGATI, INC.</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p>
<p><b>Us:</b> TRIPLEPOINT VENTURE GROWTH BDC CORP.</p> <p>Signature: </p> <p>Print Name: Andrew OLSON</p> <p>Title: CFO</p>	

**EXHIBIT A-1**

**Schedule A To Plain English Intellectual Property Security Agreement  
Between VIRTUAL INSTRUMENTS WORLDWIDE, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

<b>Patent Number</b>	<b>Title</b>
10,020,994	Automatically Determining Locations of Network Monitors in a Communication
9,961,094	Symptom detection using behavior probability density, network monitoring of multiple observation value types, and network monitoring using orthogonal profiling dimensions
9,935,858	Enhanced Flow Processing
9,882,841	Validating workload distribution in a storage area network
9,716,638	Push pull data collection
9,699,032	Storage area network queue depth profiler
9,397,880	Network monitoring using virtual packets
9,294,194	Network monitoring using thin film splitters and avalanche photodiode detectors in multimode application
9,256,503	Data Verification
9,055,693	Reversible fan module for electronic circuit assemblies
8,645,527	Network monitoring using bounded memory data structures
8,639,797	Network monitoring of behavior probability density
8,451,731	Network monitoring using virtual packets
8,199,641	Parallel distributed network monitoring
7,620,986	Defenses against software attacks in distributed computing environments
7,331,060	Dynamic DoS flooding protection



6,973,040	Method of maintaining lists of network characteristics
6,816,910	Method and apparatus for limiting network connection resources

**PATENT APPLICATIONS**

<b>Application Number</b>	<b>Title</b>
15/946,092 <sup>1</sup>	Symptom detection using behavior probability density, network monitoring of multiple observation value types, and network monitoring using orthogonal profiling dimensions
15/867,685 <sup>2</sup>	Enhanced flow processing
15/619,425 <sup>3</sup>	Push pull data collection
14/501,820	Virtual Machine Processor & Memory Resource Coordinator
14/284,753	Performance Analysis of a Time-Varying Network
14/284,254	Identifying Problems In A Storage Area Network

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<sup>1</sup> Continuation application for patent with patent number 9,961,094.

<sup>2</sup> Continuation application for patent with patent number 9,935,858.

<sup>3</sup> Continuation application for patent with patent number 9,716,638.

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EXHIBIT A-2

Schedule A To Plain English Intellectual Property Security Agreement  
Between VIRTUAL INSTRUMENTS CORPORATION, as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Number	Title
8,259,587	Pool-based network diagnostic systems and methods
8,102,777	Network diagnostic systems and methods for aggregated links
7,907,532	Pool-based network diagnostic systems and methods
7,860,965	System and method for network traffic and I/O transaction monitoring of a high speed communications network
7,835,300	Network diagnostic systems and methods for handling multiple data transmission rates
7,788,365	Deferred processing of continuous metrics
7,599,293	System and method for network traffic and I/O transaction monitoring of a high speed communications network
7,360,065	Synchronous network traffic processor
7,349,226	Functional module with card guide engagement feature
7,277,296	Card cage system
7,167,380	Card cage system
6,880,070	Synchronous network traffic processor

PATENT APPLICATION

Application Number	Title
62/611,892	Systems and Methods for Performance Management of Data Infrastructure

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**TRADEMARK**  
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**EXHIBIT A-3**

**Schedule A To Plain English Intellectual Property Security Agreement  
Between VIRTUAL INSTRUMENTS USA, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

None.

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**TRADEMARK  
REEL: 006442 FRAME: 0625**

**EXHIBIT A-4**

**Schedule A To Plain English Intellectual Property Security Agreement  
Between XANGATI, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENT**

<b>Patent Number</b>	<b>Title</b>
10,009,237	Cross Silo Time Sticking

**PATENT APPLICATIONS**

<b>Application Number</b>	<b>Title</b>
15/992,141	Cross Silo Time Sticking <sup>4</sup>
15/079,039	Storm Detection, Analysis, Remediation, and Other Network Behavior
15/067,168	Self-Learning and Best-Practice Profiling and Alerting with Relative and Absolute Capacity
12/791,704	Recording, Replay and Sharing of Live Network Monitoring Values

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<sup>4</sup> Continuation application for patent with patent number 10,009,237.



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EXHIBIT B-1

Schedule B To Plain English Intellectual Property Security Agreement  
Between VIRTUAL INSTRUMENTS WORLDWIDE, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Registration Number	Trademark
4657508	Load Dynamix logo
4585640	
4466529	PERFORMANCE, AVAILABILITY GUARANTEED
4168201	VIRTUAL INSTRUMENTS
3885358	
3876204	XANGATI
3756036	VIRTUALWISDOM

TRADEMARK APPLICATIONS

Application Number	Trademark
87415302	WORKLOADWISDOM

86703107	CLOUDWISDOM
86703071	APPWISDOM

**EXHIBIT B-2**

**Schedule B To Plain English Intellectual Property Security Agreement  
Between VIRTUAL INSTRUMENTS CORPORATION, as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

None.



**EXHIBIT B-3**

**Schedule A To Plain English Intellectual Property Security Agreement  
Between VIRTUAL INSTRUMENTS USA, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

None.

**EXHIBIT B-4**

**Schedule A To Plain English Intellectual Property Security Agreement  
Between XANGATI, INC., as You (Grantor)  
and TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

None.

**EXHIBIT C-1**

**Schedule C To Plain English Intellectual Property Security Agreement  
Between VIRTUAL INSTRUMENTS WORLDWIDE, INC., as You (Grantor)  
And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

None.

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None.

**EXHIBIT C-2**  
**Schedule C To Plain English Intellectual Property Security Agreement**  
**Between VIRTUAL INSTRUMENTS CORPORATION, as You (Grantor)**  
**And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

None.

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None.

**EXHIBIT C-3**  
**Schedule C To Plain English Intellectual Property Security Agreement**  
**Between VIRTUAL INSTRUMENTS USA, INC., as You (Grantor)**  
**And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

None.

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None.

**EXHIBIT C-4**  
**Schedule C To Plain English Intellectual Property Security Agreement**  
**Between XANGATI, INC., as You (Grantor)**  
**And TRIPLEPOINT VENTURE GROWTH BDC CORP., as Us (Grantee)**

**COPYRIGHT REGISTRATIONS**

None.

**APPLICATIONS FOR COPYRIGHT REGISTRATIONS**

None.

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