

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516634

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kemp Technologies Inc.		03/29/2019	Corporation:
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES LLC, as collateral agent		
Street Address:	810 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85712445	KEMP	
Serial Number:	85712429	K	
Serial Number:	85712489	#1 LOAD BALANCER IN PRICE/PERFORMANCE	
Serial Number:	85712466	LOADMASTER	
Serial Number:	87143217	360 VISION	
Serial Number:	87143227	360 CENTRAL	
Serial Number:	86331947	HYPERFLEX ARCHITECTURE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	Ana A. Núñez Cárdenas		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	86229.46		
NAME OF SUBMITTER:	Ana A. Núñez Cárdenas		
SIGNATURE:	/Ana A. Núñez Cárdenas by trademarkny/		

CH \$190.00 85712445

DATE SIGNED:	03/29/2019
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of March 29, 2019 between each of the signatories hereto (collectively, the “**Grantors**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of March 29, 2019 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, each Grantor has (i) as collateral security for the payment and performance of the Secured Obligations, pledged, assigned and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantors and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities. All capitalized terms used herein (including the preamble and recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the payment and performance of the Secured Obligations, whether now existing or hereafter incurred, each Grantor hereby pledges, collaterally assigns and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following:

(a) All United States and foreign patents and certificates of invention, or similar industrial property, design or plant rights, for any of the foregoing, including, but not limited to: (i) all United States registrations, provisional and applications referred to in **Schedule 1** hereto; (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations therefor; (iii) all rights corresponding thereto throughout the world; (iv) all inventions and improvements described therein; (v) all rights to sue for past, present and future infringements thereof; (vi) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vii) all Proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Patents**”).

(c) All United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, (other than any “intent to use” Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office (but only until such statement is filed and accepted with the U.S. Patent and Trademark Office)), including, but not limited to (i) the United States registrations and applications referred to in **Schedule 1** hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business associated with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds

of the foregoing, including licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”).

Section 2. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Foreign Intellectual Property. Notwithstanding anything to the contrary in this Agreement or the foregoing, nothing in this Agreement shall constitute any representation or warranty as to the validity, enforceability or perfection of the Lien granted hereunder in Collateral that is Intellectual Property registered, issued or arising under the laws of a country other than the United States, nor shall this Agreement create an obligation on Grantor to make any filings or take any other actions to record or perfect the Collateral Agent’s security interest in and continuing lien on Intellectual Property outside of the United States.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

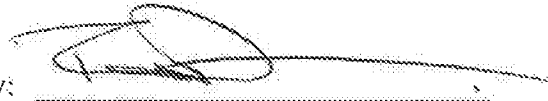
Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

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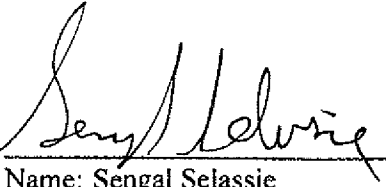
IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

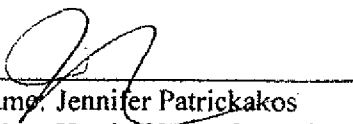
KEMP TECHNOLOGIES INC.,
as a Grantor



By: _____
Name: Raymond Downes
Title: Chief Executive Officer

**BRIGHTWOOD LOAN SERVICES LLC, as
Collateral Agent**

By: 
Name: Sengal Selassie
Title: Authorized Person

By: 
Name: Jennifer Patrickakos
Title: Head of Loan Operations

[Signature page to IP Security Agreement]

**TRADEMARK
REEL: 006604 FRAME: 0697**

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. United States Copyrights and Copyright Licenses

None.


2. United States Patents

NAME OF OWNER	TITLE	PATENT #	ISSUE DATE	APP. #	APP. DATE	STATUS
KEMP TECHNOLOGIES INC.	“ADAPTIVE LOAD BALANCER AND METHODS FOR INTELLIGENT DATA TRAFFIC STEERING”	9,866,487	JAN 9, 2018	14/730,456	JUNE 4, 2015	LIVE
KEMP TECHNOLOGIES INC.	“METHODS FOR INTELLIGENT DATA TRAFFIC STEERING”	9,917,781	MAR 13, 2018	15/045,437	FEBRUARY 17, 2016	LIVE

Licenses:

- Patent No. 6,473,802
- Patent No. 6,374,300
- Patent No. 6,317,837
- Patent No. 7,739,302
- Patent No. 8,306,994
- Patent No. 8,892,600

3. United States Trademarks

NAME OF OWNER	TRADEMARK	REG. #	REG. DATE	APP. #	APP. DATE	STATUS
KEMP TECHNOLOGIES INC.	KEMP	443103 1	NOVEMBER 12, 2013	8571244 5	AUGUST 24, 2012	LIVE
Kemp Technologies Inc.	 K	442764 5	NOVEMBER 5, 2013	8571242 9	AUGUST 24, 2012	LIVE
Kemp Technologies Inc.	#1 LOAD BALANCER IN PRICE/PERFORMANCE	439796 7	SEPTEMBER 3, 2013	8571248 9	AUGUST 24, 2012	LIVE
Kemp Technologies Inc.	LOADMASTER	442764 6	NOVEMBER 5, 2013	8571246 6	AUGUST 24, 2012	LIVE
Kemp Technologies Inc.	360 VISION	532522 9	OCTOBER 31, 2017	8714321 7	AUGUST 18, 2016	LIVE
Kemp Technologies Inc.	360 CENTRAL	554650 2	AUGUST 21, 2018	8714322 7	AUGUST 18, 2016	LIVE
Kemp Technologies Inc.	HYPERFLEX ARCHITECTURE ¹	N/A	N/A	8633194 7	JULY 9, 2014	LIVE

¹ Kemp Technologies Inc. plans to abandon this application.