

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561662

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|-----------------------------------|---|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | FIRST LIEN TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GIGAMON INC. | | 12/27/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JEFFERIES FINANCE LLC | | |
| Street Address: | 520 MADISON AVE., 16TH FL | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 20 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77935156 | CITRUS | |
| Serial Number: | 86540322 | FABRICVUE | |
| Serial Number: | 77704738 | FLOW MAPPING | |
| Serial Number: | 86185714 | FLOW MAPPING | |
| Serial Number: | 85835840 | FLOWVUE | |
| Serial Number: | 77766712 | GIGAMON | |
| Serial Number: | 86818310 | GIGAMON | |
| Serial Number: | 77935149 | G GIGAMON | |
| Serial Number: | 85675584 | GIGASECURE | |
| Serial Number: | 77703858 | GIGASMART | |
| Serial Number: | 86440562 | GIGASMART | |
| Serial Number: | 85675597 | GIGASTREAM | |
| Serial Number: | 85675632 | GIGATAP | |
| Serial Number: | 77055636 | GIGAVUE | |
| Serial Number: | 86842730 | GRIP | |
| Serial Number: | 77711201 | G-TAP | |
| Serial Number: | 85675689 | SEE INSIDE YOUR NETWORK | |
| Serial Number: | 87240902 | SEE WHAT MATTERS | |
| Serial Number: | 87670097 | #STOPTHESPRAWL | |

CH \$515.00 77935156

| Property Type | Number | Word Mark |
|----------------|----------|-----------------|
| Serial Number: | 87670089 | STOP THE SPRAWL |

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: 6508383743
Email: JLIK@SHEARMAN.COM
Correspondent Name: MARC ELZWEIG
Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

| | |
|--------------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 40203-00011. |
| NAME OF SUBMITTER: | MARC ELZWEIG |
| SIGNATURE: | /MARC ELZWEIG/ |
| DATE SIGNED: | 02/11/2020 |

Total Attachments: 7

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*EXECUTION VERSION***FIRST LIEN TRADEMARK SECURITY AGREEMENT**

WHEREAS, GIGAMON INC., a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of December 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this First Lien Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and all rights corresponding thereto (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GIGAMON INC.,
a Delaware corporation

By: _____


Name: Paul A. Hooper
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 006861 FRAME: 0909

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: Brian Brody
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

| Trademark | Case Number/Subcase Country Name | Status Class(es) | Application Number/Filing Date | Registration Number/ Registration Date | Owner |
|-------------------------------|---|--|---|---|--------------|
| CITRUS Logo | 104255.01.2010 United States of America | Registered 09 Int. | 77935156 12-Feb-2010 | 4173368 17-Jul-2012 | Gigamon Inc. |
| FABRICVUE | 104255.01.2020 United States of America | Registered 09 Int. | 86540322 19-Feb-2015 | 5233047 27-Jun-2017 | Gigamon Inc. |
| FLOW MAPPING | 104255.01.2030 United States of America | Registered (Supp. Register) 09 Int. | 77704738 01-Apr-2009 | 3769515 30-Mar-2010 | Gigamon Inc. |
| FLOW MAPPING | 104255.01.2040 United States of America | Registered 09 Int. | 86185714 05-Feb-2014 | 4710560 31-Mar-2015 | Gigamon Inc. |
| FLOWVUE | 104255.01.2050 United States of America | Registered 09 Int. | 85835840 29-Jan-2013 | 4837132 20-Oct-2015 | Gigamon Inc. |
| GIGAMON | 104255.01.2060 United States of America | Registered 09 Int. | 77766712 24-Jun-2009 | 3777143 20-Apr-2010 | Gigamon Inc. |
| GIGAMON (expanded) | 104255.01.2210 United States of America | Registered 09 Int. | 86818310 12-Nov-2015 | 4993037 05-Jul-2016 | Gigamon Inc. |
| GIGAMON with G | 104255.01.4080 | Registered | 77935149 | 3962932 | Gigamon Inc. |

| Trademark | Case Number/Subcase Country Name | Status Class(es) | Application Number/Filing Date | Registration Number/ Registration Date | Owner |
|----------------------------|---|--|--------------------------------------|--|--------------|
| Logo | United States of America | 09 Int. | 12-Feb-2010 | 17-May-2011 | |
| GIGASECURE | 104255.01.2090 United States of America | Registered 09 Int. | 85675584 12-Jul-2012 | 4295665 26-Feb-2013 | Gigamon Inc. |
| GIGASMART | 104255.01.2100 United States of America | Registered (Supp. Register) 09 Int. | 77703858 01-Apr-2009 | 3769513 30-Mar-2009 | Gigamon Inc. |
| GIGASMART | 104255.01.2110 United States of America | Registered 09 Int. | 86440562 30-Oct-2014 | 4759795 23-Jun-2015 | Gigamon Inc. |
| GIGASTREAM | 104255.01.2120 United States of America | Registered 09 Int. | 85675597 12-Jul-2012 | 4827354 06-Oct-2015 | Gigamon Inc. |
| GIGATAP | 104255.01.2130 United States of America | Registered 09 Int. | 85675632 12-Jul-2012 | 4304800 19-Mar-2013 | Gigamon Inc. |
| GIGAVUE | 104255.01.2140 United States of America | Registered 09 Int. | 77055636 01-Dec-2006 | 3715658 24-Nov-2009 | Gigamon Inc. |
| GRIP | 104255.01.2220 United States of America | Registered 09 Int. | 86842730 08-Dec-2015 | 4998228 12-Jul-2016 | Gigamon Inc. |
| G-TAP | 104255.01.2170 United States of America | Registered 09 Int. | 77711201 09-Apr-2009 | 3743314 26-Jan-2010 | Gigamon Inc. |
| SEE INSIDE YOUR NETWORK | 104255.01.2200 United States of America | Registered 09 Int. | 85675689 12-Jul-2012 | 5068890 25-Oct-2016 | Gigamon Inc. |
| SEE WHAT MATTERS | 104255.01.2230 United States of America | Pending 09 Int. | 87240902 17-Nov-2016 | | Gigamon Inc. |

| Trademark | Case Number/Subcase Country Name | Status Class(es) | Application Number/Filing Date | Registration Number/ Registration Date | Owner |
|--------------------|---|---------------------|--------------------------------------|--|--------------|
| #STOPTHESPRAW L | 104255.01.2240 United States of America | Pending 09 Int. | 87670097 02-Nov-2017 | | Gigamon Inc. |
| STOP THE SPRAWL | 104255.01.2250 United States of America | Pending 09 Int. | 87670089 02-Nov-2017 | | Gigamon Inc. |

TRADEMARK

REEL: 006861 FRAME: 0913

RECORDED: 02/11/2020