

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667526

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Les Reseaux Accedian Inc. / Accedian Networks Inc.		08/13/2021	Corporation: QUEBEC
RECEIVING PARTY DATA			
Name:	BGC Lender Rep LLC		
Street Address:	660 Madison Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3993834	ACCEDIAN	
Registration Number:	5174456	ACCEDIAN	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	614-280-3566		
Email:	james.murray@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	James Murray		
Address Line 1:	4400 Easton Commons Way, Suite 125		
Address Line 2:	CT Corporation		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	08/13/2021		
Total Attachments: 16			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Les Réseaux Accedian Inc. / Accedian Networks Inc.

- Individual(s)
- Partnership
- Corporation- State: Quebec
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 13, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BGC Lender Rep LLC

Street Address: 660 Madison Avenue, 15th Floor

City: New York

State: NY

Country: USA Zip: 10065

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship USA-DE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text
See Exhibit B

B. Trademark Registration No.(s)
See Exhibit B

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP,
32 Old Slip

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

August 13, 2021
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-9146, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of August 13, 2021, by and between (i) **BGC LENDER REP LLC** (“**Agent**”), as collateral agent for the Lenders, and (ii) **LES RÉSEAUX ACCEDIAN INC. / ACCEDIAN NETWORKS INC.** (“**Grantor**”).

RECITALS

A. The Lenders (as defined below) have agreed to make a term loan (the “**Term Loan**”) to Grantor in the amount and manner set forth in that certain Loan and Security Agreement by and among Grantor, the lenders party thereto from time to time, as Lenders (the “**Lenders**”), and Agent dated as of August 13, 2021 (as may be amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Term Loan to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in its Intellectual Property constituting Collateral (collectively, the “**Intellectual Property Collateral**”) to secure the obligations of Grantor to the Lenders.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Obligations, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under the Intellectual Property Collateral, including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including without limitation the U.S. copyright applications and registrations set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications, industrial designs and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the U.S. patents and patent applications and industrial design registrations and applications set forth on Exhibit B attached hereto (collectively,

the “**Patents**”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation the U.S. trademark applications and registrations set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”) but excluding any and all intent-to-use trademark applications until such time as a statement of use has been filed and accepted by the U.S. Patent & Trademark Office;

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights, including without limitation the exclusive licenses to registered U.S. copyrights, which licenses have been recorded with the U.S. Copyright Office, set forth on Exhibit A attached hereto;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, 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 laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

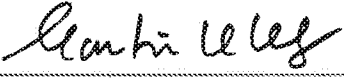
7. Language. The parties acknowledge that they have required that this Agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

LES RESEAUX ACCEDIAN INC./
ACEDIAN NETWORKS INC.

By: 

Name: Martin Lebeau

Title: Chief Financial Officer

BANK:

BGC LENDER REP LLC

By: _____

Name :

Title :

[Signature Page to Intellectual Property Security Agreement]

AGENT:

BGC LENDER REP LLC

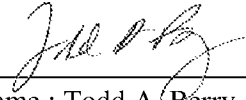
By: 
Name : Todd A. Berry
Title : Authorized Signatory

EXHIBIT A
Copyrights

None.

Copyright Applications

None.

Exclusive Copyright Licenses Recorded with USCO

None.

EXHIBIT B
Registered Patents

<u>Title</u>	<u>Registration Number</u>	<u>Application Date</u>
Power over ethernet management devices and connection between ethernet devices	7,873,057	4/25/2006
System for testing ethernet paths and links without impacting non-test traffic	8,139,494	9/12/2008
Method, a computer program product, and a carrier for indicating one-way latency in a data network	8,218,576	3/13/2007
Power over ethernet management devices and connection between ethernet devices	8,705,341	12/8/2010
Method, a computer program product, and a carrier for indicating one-way latency in a data network	8,705,577	6/12/2012
Automatic setup of reflector instances	8,711,708	7/24/2012
Systems and methods of discovering and controlling devices without explicit addressing	8,751,615	7/18/2012
System for establishing and maintaining a clock reference indicating one-way latency in a data network	8,792,380	8/24/2012
System for testing ethernet paths and links without impacting non-test traffic	8,824,312	11/10/2011
Method for devices in a network to participate in an end-to-end measurement of latency	8,830,860	7/5/2012
Systems and methods of detecting and assigning IP addresses to devices with ARP requests	8,830,869	7/18/2012
Systems and methods of installing and operating devices without explicit network addresses	8,862,702	7/18/2012
Modified Ethernet preamble for interline card communications in a modular communication chassis	8,867,545	9/25/2012
Power over ethernet management devices and connection between ethernet devices	8,873,370	5/9/2012
Automatic discovery and enforcement of service level agreement settings	8,917,596	9/7/2012
Automatic setup of Reflector Instances	8,923,132	2/20/2014
Method, a computer program product, and a carrier for indicating one-way latency in a data network	8,948,210	3/3/2014
Systems and methods of detecting and assigning IP addresses to devices with ARP requests	8,982,730	8/7/2014
System and method for intelligent timer services	9,032,408	9/7/2012
Method for devices in a network to participate in an end-to-end measurement of latency	9,088,492	8/5/2014

Method, a computer program product, and a carrier for indicating one-way latency in a data network	9,094,427	12/19/2014
Systems and methods of using beacon messages to discover devices across subnets	9,106,706	7/18/2012
System for establishing and maintaining a clock reference indicating one-way latency in a data network	9,130,703	6/16/2014
Automatic setup of reflector instances	9,166,900	11/24/2014
Adaptive centralized collection of performance management data using a metamodel	9,191,286	8/9/2012
Modified ethernet preamble for inter line card communications in a modular communication chassis	9,225,634	9/15/2014
Systems and methods of detecting and assigning IP addresses to devices with ARP requests	9,246,871	1/27/2015
Systems and methods of discovering and controlling devices without explicit addressing	9,294,358	5/1/2014
Method, a computer program product, and a carrier for indicating one-way latency in a data network	9,300,556	6/22/2015
System and method for out-of-line real-time in-service performance measurement	9,300,565	4/17/2014
Layer-3 performance monitoring sectionalization	9,306,830	3/15/2013
System and methods of installing and operating devices without explicit network addresses	9,344,400	9/9/2014
System and method for intelligent timer services	9,367,352	4/21/2015
Methods of detecting and assigning IP addresses to devices with ARP requests	9,391,948	12/15/2015
Automatic discovery and enforcement of service level agreement settings	9,407,515	11/15/2014
Power over ethernet management devices and connection between ethernet devices	9,413,555	4/17/2014
System for establishing and maintaining a clock reference indicating one-way latency in a data network	9,419,780	8/4/2015
Automatic setup of reflector instances	9,419,883	9/17/2015
Transparent auto-negotiation of ethernet	9,491,053	4/28/2015
Methods of using beacon messages to discover devices across subnets	9,491,137	7/1/2015
Systems and methods of discovering and controlling devices without explicit addressing	9,503,328	2/16/2016
Hybrid thermal management of electronic device	9,504,183	11/20/2014
Modified ethernet preamble for inter line card communications in a modular communication chassis	9,509,810	11/19/2015
Multicasting of event notifications using extended socket for inter-process communication	9,524,197	9/6/2012

Method, a computer program product, and a carrier for indicating one-way latency in a data network	9,544,210	3/1/2016
Layer-3 performance monitoring sectionalization	9,577,913	3/1/2016
Simplified synchronized Ethernet implementation	9,608,751	3/18/2015
Providing efficient routing of an operations, administration and maintenance (OAM) frame received at a port of an ethernet switch	9,641,458	2/19/2015
System and methods of installing and operating devices without explicit network addresses	9,641,484	4/18/2016
System and method for loopback and network loop detection and analysis	9,660,896	3/18/2015
Preemptive packet transmission	9,660,927	4/22/2015
Service OAM virtualization	9,692,712	12/23/2014
Transparent auto-negotiation of Ethernet	9,699,033	10/6/2016
System for establishing and maintaining a clock reference indicating one-way latency in a data network	9,722,718	7/19/2016
Programmable small form-factor pluggable module	9,735,874	7/18/2012
Adaptive centralized collection of performance management data using a metamodel	9,736,044	10/15/2015
Method, a computer program product, and a carrier for indicating one-way latency in a data network	9,736,049	11/2/2016
System for testing Ethernet paths and links without impacting non-test traffic	9,742,579	7/30/2014
Single queue link aggregation	9,755,955	2/18/2015
Method for devices in a network to participate in an end-to-end measurement of latency	9,762,469	6/10/2015
System and method for out-of-line real-time in-service performance measurement	9,819,553	2/18/2016
Methods of using beacon messages to discover devices across subnets	9,860,207	10/8/2016
Simplified synchronized Ethernet implementation	9,887,794	2/13/2017
Systems and methods of discovering and controlling devices without explicit addressing	9,887,883	10/19/2016
Hybrid thermal management of electronic device	9,888,609	10/18/2016
System and method for intelligent timer services	9,910,703	5/17/2016
Methods of detecting and assigning IP addresses to devices with ARP requests	9,935,917	6/10/2016
Providing efficient routing of an operations, administration and maintenance (OAM) frame received at a port of an ethernet switch	9,954,983	3/21/2017
Multi-hop reflector sessions	9,960,982	7/24/2012
TCP performance predictor	9,979,663	6/8/2015

Automatic discovery and enforcement of service level agreement settings	10,003,506	7/5/2016
System and method for loopback and network loop detection and analysis	10,038,620	4/21/2017
Method for devices in a network to participate in an end-to-end measurement of latency	10,091,081	8/9/2017
System and methods of installing and operating devices without explicit network addresses	10,097,512	3/23/2017
Automatic setup of reflector instances	10,110,448	7/18/2016
Providing efficient routing of an operations, administration and maintenance (oam) frame received at a port of an ethernet switch	10,110,715	3/22/2018
Single queue link aggregation	10,116,551	6/20/2017
Programmable small form-factor pluggable module	10,135,537	7/10/2017
Layer-3 performance monitoring sectionalization	10,135,713	1/11/2017
Method, a computer program product, and a carrier for indicating one-way latency in a data network	10,178,009	7/18/2017
Precise statistics computation for communication networks	10,225,161	10/31/2016
Area efficient traffic generator	10,250,464	10/15/2014
System and method for out-of-line real-time in-service performance measurement	10,291,484	10/16/2017
System for testing ethernet paths and links without impacting non-test traffic	10,305,737	7/17/2017
System for establishing and maintaining a clock reference indicating one-way latency in a data network	10,320,506	6/26/2017
Modified ethernet preamble for inter line card communications in a modular communication chassis	10,341,470	10/26/2016
Multicasting of event notifications using extended socket for inter-process communication	10,365,957	11/10/2016
Tcp performance predictor	10,382,347	4/26/2018
Service oam virtualization	10,404,522	5/10/2017

Simplified synchronized ethernet implementation	10,419,144	1/11/2018
System and method for loopback and network loop detection and analysis	10,419,325	7/11/2018
Method, a computer program product, and a carrier for indicating one-way latency in a data network	10,425,309	7/4/2018
Preemptive packet transmission	10,447,609	4/14/2017
Using bandwidth measurements to adjust cir and eir on a sub-rate link	10,484,291	7/6/2017
Power over ethernet management devices and connection between ethernet devices	10,514,739	7/5/2016
Providing efficient routing of an operations, administration and maintenance (oam) frame received at a port of an ethernet switch	10,530,904	10/3/2018
Systems and methods of discovering and controlling devices without explicit addressing	10,594,567	1/11/2018
Transparent auto-negotiation of ethernet	10,601,663	6/5/2017
Layer-3 performance monitoring sectionalization	10,601,696	10/31/2018
Efficient capture and streaming of data packets	10,616,382	9/2/2016
Protection switching using performance metrics	10,631,180	7/20/2017
System for establishing and maintaining a clock reference indicating one-way latency in a data network	10,666,371	4/23/2019
Method, a computer program product, and a carrier for indicating one-way latency in a data network	10,680,924	6/19/2019
Programmable small form-factor pluggable module	10,700,784	10/31/2018
System and method for out-of-line real-time in-service performance measurement	10,700,941	3/29/2019
Virtualized clocks	10,721,009	11/17/2016
System and methods of installing and operating devices without explicit network addresses	10,764,247	9/14/2018

System for testing ethernet paths and links without impacting non-test traffic	10,791,028	4/11/2019
Integrated passive optical tap and optical signal termination	10,809,471	2/5/2016
Area efficient traffic generator	10,826,800	12/21/2018
Multi-hop reflector sessions	10,826,809	3/21/2018
Cooling apparatus for pluggable modules	10,884,203	12/14/2015
Simplified synchronized ethernet implementation	10,887,036	6/11/2019
Single queue link aggregation	10,887,219	10/4/2018
System and method for loopback and network loop detection and analysis	10,924,378	5/30/2019
Method, a computer program product, and a carrier for indicating one-way latency in a data network	10,938,698	3/12/2020
Precise statistics computation for communication networks	10,965,550	11/30/2018
Providing efficient routing of an operations, administration and maintenance (oam) frame received at a port of an ethernet switch	10,965,792	11/29/2019
System and method to measure available bandwidth in ethernet transmission system using train of ethernet frames	10,979,332	11/1/2014
Service oam virtualization	10,999,121	7/18/2019
Method for devices in a network to participate in an end-to-end measurement of latency	10,999,171	8/13/2018
Tcp performance predictor	10,999,205	5/31/2019
Programmable small form-factor pluggable module	11,025,343	5/21/2020
Cable retainer	D853220	11/14/2016

Patent Applications

<u>Title</u>	<u>Application Number</u>	<u>Application Date</u>
Network performance metrics anomaly detection	15/929,956	N/A
Preemptive packet transmission	16/556,900	8/30/2019
Efficient capture and streaming of data packets	16/731,832	12/31/2019
Systems and methods of discovering and controlling devices without explicit addressing	16/773,306	1/27/2020
Transparent auto-negotiation of ethernet	16/785,852	2/10/2020
Layer-3 performance monitoring sectionalization	16/785,904	2/10/2020
Topology and event monitoring system	16/794,447	N/A
Protection switching using performance metrics	16/816,978	3/12/2020
System for establishing and maintaining a clock reference indicating one-way latency in a data network	16/852,591	4/20/2020
System and method for out-of-line real-time in-service performance measurement	16/882,818	5/26/2020
Virtualized clocks	16/898,726	6/11/2020
System for testing ethernet paths and links without impacting non-test traffic	16/915,104	6/29/2020
Systems and methods of installing and operating devices without explicit network addresses	16/940,641	7/28/2020
Integrated passive optical tap and optical signal termination	17/002,918	8/26/2020
Cooling apparatus for pluggable modules	17/003,025	8/26/2020
Area efficient traffic generator	17/034,379	9/28/2020
Multi-hop reflector sessions	17/035,985	9/29/2020
Single queue link aggregation	17/104,010	11/25/2020
Simplified synchronized ethernet implementation	17/105,797	11/27/2020
System and method for loopback and network loop detection and analysis	17/128,131	12/20/2020

Method, a computer program product, and a carrier for indicating one-way latency in a data network	17/158,222	1/26/2021
Systems and methods of discovering and controlling devices without explicit addressing	17/178,858	2/18/2021
Precise statistics computation for communication networks	17/179,545	2/19/2021
Providing efficient routing of an operations, administration and maintenance (oam) frame received at a port of an ethernet switch	17/179,554	2/19/2021
Method for devices in a network to participate in an end-to-end measurement of latency	17/188,443	3/1/2021
Service oam virtualization	17/188,711	3/1/2021
Tcp performance predictor	17/188,852	3/1/2021
Programmable small form-factor pluggable module	17/242,520	N/A

EXHIBIT B
Registered Trademarks

<u>Mark</u>	<u>Application Number</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACCEDIAN	85-200,466	3993834	12-Jul-11
ACCEDIAN	86-902,163	5174456	4-Apr-17

Trademark Applications

None.