

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RIVERBED TECHNOLOGY LLC	FORMERLY Riverbed Technology, Inc.	12/07/2021	Limited Liability Company: DELAWARE
ATERNITY LLC		12/07/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as U.S. Collateral Agent
Street Address:	50 South Sixth Street, Suite 120
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	4019249	AIRPCAP
Registration Number:	2640368	APPDOCTOR
Registration Number:	4529958	APPNETWORK PATH
Registration Number:	3945467	CLOUD STEELHEAD
Registration Number:	4013887	FLOWTRAQ
Registration Number:	5558484	FLOWTRAQ
Registration Number:	3509974	INTERCEPTOR
Registration Number:	2714573	ITGURU
Registration Number:	2632421	NETBIZ
Registration Number:	5171154	NETSHARK
Registration Number:	2572789	OPNET
Registration Number:	2793084	QUICKPREDICT
Registration Number:	3412949	RIOS
Registration Number:	4807917	RIVERBED
Registration Number:	2931934	RIVERBED
Registration Number:	3858623	RIVERBED
Registration Number:	4715011	RIVERBED

OP \$1115.00 4019249

Property Type	Number	Word Mark
Registration Number:	6380640	RIVERBED
Registration Number:	5742906	RIVERBED
Registration Number:	3351860	RIVERBED
Registration Number:	6430790	RIVERBED RISE
Registration Number:	6104633	RIVERBED RISE
Registration Number:	5773470	RIVERBED RISE
Registration Number:	5625899	RIVERCAST
Registration Number:	5628049	STEELCENTRAL
Registration Number:	5498086	STEELFLOW
Registration Number:	5763661	STEELFUSION
Registration Number:	2981947	STEELHEAD
Registration Number:	5486784	STEELHEAD
Registration Number:	5438498	STEELSCRIPT
Registration Number:	5644785	STEELSUPPORT
Registration Number:	5944850	THE DIGITAL PERFORMANCE COMPANY
Registration Number:	4564801	UCEXPERT
Registration Number:	4564780	UNIFIED COMMUNICATIONS XPERT
Registration Number:	3895227	VIRTUAL STEELHEAD
Registration Number:	2988142	VNE SERVER
Registration Number:	4414801	WINPCAP
Registration Number:	4869456	WTA
Registration Number:	3817783	ATERNITY
Registration Number:	4013071	ATERNITY
Registration Number:	6302800	DEM-Q
Serial Number:	90554897	NETDOCTOR
Serial Number:	90431948	STEELCONNECT
Serial Number:	90322178	ATERNITY

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1548228 TM

NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	12/10/2021
Total Attachments: 6 source=Riverbed - Trademark Security Agreement (Executed) - Filing#page2.tif source=Riverbed - Trademark Security Agreement (Executed) - Filing#page3.tif source=Riverbed - Trademark Security Agreement (Executed) - Filing#page4.tif source=Riverbed - Trademark Security Agreement (Executed) - Filing#page5.tif source=Riverbed - Trademark Security Agreement (Executed) - Filing#page6.tif source=Riverbed - Trademark Security Agreement (Executed) - Filing#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of December 7, 2021 (this “Trademark Security Agreement”), by and among each of the signatories hereto indicated as a “Pledgor (each a “Pledgor” and collectively, the “Pledgors”), in favor of Wilmington Trust, National Association, in its capacity as the U.S. collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the “U.S. Collateral Agent”) pursuant to that certain Credit Agreement, dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among, inter alios, Riverbed Intermediate Holdings, LLC, a Delaware limited liability company, the Pledgors and each of the other Guarantors listed on the signature pages thereto, the lenders from time to time party thereto and the U.S. Collateral Agent.

WITNESSETH:

WHEREAS, the Pledgors are party to that certain Security Agreement dated as of December 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the U.S. Collateral Agent pursuant to which each of the Pledgors pledged and granted to the U.S. Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the U.S. Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the U.S. Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the U.S. Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the “Trademark Collateral”): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark and service mark registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto,

(iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark or service mark application, solely to the extent, and for so long as, the grant or creation by such Pledgor of a security interest therein would impair the registrability thereof, or the validity or enforceability of any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark or service mark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the U.S. Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the U.S. Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

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

RIVERBED TECHNOLOGY LLC,
as Pledgor

By: 
Name: Eric Mersch
Title: Interim Chief Financial Officer

ATERNITY LLC,
as Pledgor

By: 
Name: Eric Mersch
Title: Interim Chief Financial Officer

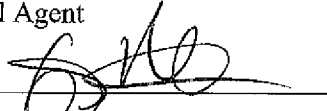
Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as U.S. Collateral Agent

By: _____

Name:

Title:


Jeffery Rose
Vice President

[Signature page to Trademark Security Agreement]

RECORDED: 12/10/2021

TRADEMARK
REEL: 007525 FRAME: 0640