

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM717391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VERSA NETWORKS, INC.		03/28/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5291736	FLEXVNF	
Registration Number:	5261640	VERSA	
Serial Number:	90505214	VOS	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	2024547625		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Julia Birgen		
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:	1629869		
NAME OF SUBMITTER:	Diane Giacomozzi		
SIGNATURE:	/Diane Giacomozzi/		
DATE SIGNED:	03/29/2022		
Total Attachments: 9			
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OP \$90.00 5291736

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of March 28, 2022, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 505 Howard Street, 3rd Floor, San Francisco, California 94105 (“Bank”) and **VERSA NETWORKS, INC.**, a Delaware corporation, with its principal place of business located at 6001 America Center Drive, Suite 400, San Jose, California 95002 (“Grantor”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called 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 and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those 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 and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark 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 those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (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;

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

Notwithstanding the foregoing, the term "Intellectual Property Collateral" shall not include any intent-to-use Trademarks or applications therefor, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §§ 1051, et seq.).

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 Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. 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 Bank 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.

5. 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.

6. 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.

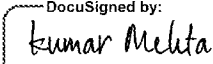
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

GRANTOR:

VERSA NETWORKS, INC.

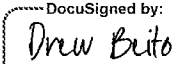
By:  _____
DDFCE00624B14CB...

Name: Kumar Mehta

Title: Chief Development Officer

BANK:

SILICON VALLEY BANK

By:  _____
5E7B455F33D146A...

Name: Drew Beito

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Flow distribution table for packet flow load balancing	9,231,871	January 5, 2016
Maintaining lock-free, high frequency, high performance counters in software	9,477,471	October 25, 2016
Connecting multiple customer sites over a wide area network using an overlay network	9,621,460	April 11, 2017
Flow distribution table for packet flow load balancing	9,762,494	September 12, 2017
Method and computing device for shaping traffic across a wide area network	10,091,078	October 2, 2018
Method and system for protecting data flow between pairs of branch nodes in a software-defined wide-area network	10,142,298	November 27, 2018
Connecting multiple customer sites over a wide area network using an overlay network	10,148,456	December 4, 2018
Method and system for routing connections in a software-defined wide area network	10,523,556	December 31, 2019
Method and system for shaping traffic from an egress port in a software-defined wide area network	10,523,570	December 31, 2019
Method and system for providing automatic router assignment in a virtual environment	10,693,775	June 23, 2020
Method and system for balancing network load in a virtual environment	10,771,382	September 8, 2020
Method and apparatus for split-brain avoidance in sub-secondary high availability systems	10,972,337	April 6, 2021
Application performance based path-selection	10,972,379	April 6, 2021
Method for configuring a connection using redundant service nodes	10,972,380	April 6, 2021
Application performance based path-selection using dynamic metrics	10,972,387	April 6, 2021
Systems and methods for in-line loss measurement on SD-WAN overlay paths	11,102,099	August 24, 2021
Method and system for shaping traffic from an egress	11,102,130	August 24, 2021

port in a software-defined wide area network		
Access point radio channel configuration using multiprotocol border gateway protocol	11,252,672	February 15, 2022
Enhanced messaging for backup state status notifications in communications networks	11,258,700	February 22, 2022
Systems and methods for using push notifications to establish proxied communications and for security policy enforcement	11,258,767	February 22, 2022
SYSTEMS AND METHODS FOR USING PUSH NOTIFICATIONS FOR SECURITY POLICY ENFORCEMENT	16/779310	January 31, 2020
SYSTEMS AND METHODS FOR AUTOMATICALLY GENERATING MALWARE COUNTERMEASURES	16/944079	July 30, 2020
SYSTEMS AND METHODS FOR CONNECTING WIRELESS CLIENTS TO PREFERRED EDGE DEVICES IN ACTIVE-ACTIVE DEPLOYMENTS	17/008512	August 31, 2020
SD-WAN Traffic Engineering	17/407,102	August 19, 2021
High availability router switchover Decision using monitoring and policies	17/127,946	December 18, 2020
Data packet traffic conditioning Through a lossy data path with Forward error correction	17/219,795	March 31, 2021
Data packet traffic conditioning Through a multiple lossy data paths With forward error correction	17/219,809	March 31, 2021
Data packet traffic conditioning With packet striping through Lossy data paths	17/219,813	March 31, 2021
Adaptive Distribution	17/233,332	April 16, 2021
Adaptive Policing	17/233,352	April 16, 2021
SD-WAN end-to-end flow Anchoring	17/561,462	December 23, 2021
Methods and systems for providing network connectivity to a secure access service edge (SASE) domain	17/486,320	September 27, 2021
Methods and systems for transitioning U.S. between client-less and client-based network connectivity to a secure access service edge (SASE) domain	17/486,370	September 27, 2021
Replication of Large Packets in SD-WAN	17/556,850	December 20, 2021

EXHIBIT C

Trademarks

Trademark	Country	Class	App. Date	App. No.	Reg. Date	Reg. No.
FLEXVNF	Canada	09, 42	6/7/2016	1785788	10/17/2018	TMA1006896
FLEXVNF	China	09	6/6/2016	20208423	7/28/2017	20208423
FLEXVNF	China	42	6/6/2016	20208422	7/28/2017	20208422
FLEXVNF	India	09, 42	6/1/2016	3274135	4/4/2017	3274135
FLEXVNF	Japan	09, 42	6/2/2016	2016059842	3/24/2017	5935438
FLEXVNF	United States	09, 42	12/7/2015	86841595	9/19/2017	5291736
VERSA	Canada	09, 42	1/22/2016	1764106	1/22/2021	TMA1092257
VERSA	China	42	9/28/2017	26668011	12/7/2018	26668011
VERSA	EUTM	09, 42	1/11/2016	014990253	7/29/2016	014990253
VERSA	India	09, 42	1/20/2016	3164219	10/30/2019	3164219
VERSA	Japan	35, 42	1/15/2016	2016003928	3/24/2017	5935418
VERSA	United Kingdom	09, 42	1/11/2016	UK00914990253	7/29/2016	UK00914990253
VERSA	United States	09, 42	7/22/2015	86701177	8/8/2017	5261640
VERSA FLEXVNF	China	09	12/8/2016	22180397	1/28/2018	22180397
VERSA FLEXVNF	EUTM	09, 42	7/29/2016	015708531	12/20/2016	015708531
VERSA FLEXVNF	India	09	10/5/2017	3650477	9/17/2020	3650477
VERSA FLEXVNF	United Kingdom	09, 42	7/29/2016	UK00915708531	12/20/2016	UK00915708531
VOS	Canada	09	6/30/2021	2117779		
VOS	EUTM	09	6/25/2021	018501842	10/20/2021	018501842
VOS	India	09	7/29/2021	5065694		
VOS	United Kingdom	09	7/28/2021	UK00003674332		
VOS	United States	09	2/2/2021	90505214		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.