

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM738341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARYAKA NETWORKS, INC.		06/30/2022	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: 25			
Property Type	Number	Word Mark	
Registration Number:	6383581	ARYAKA SMARTSECURE	
Registration Number:	6383582	ARYAKA SMARTOPTIMIZE	
Registration Number:	6383583	ARYAKA SMARTINSIGHTS	
Registration Number:	6383585	ARYAKA SMARTCONNECT	
Registration Number:	6351557	ARYAKA SMARTCLOUD	
Serial Number:	88824108	ARYAKA TURBONET	
Serial Number:	88824124	ARYAKA TURBOAPP	
Registration Number:	6383587	ARYAKA SMARTCDN	
Registration Number:	6383588	ARYAKA SMART SERVICES	
Registration Number:	6292288	ARYAKA LINKASSURE	
Registration Number:	6286156	ARYAKA HYBRIDWAN	
Registration Number:	6304166	ARYAKA SMARTMANAGE	
Serial Number:	88840504	ARYAKA LAST MILE SERVICE	
Registration Number:	3933692	ARYAKA	
Registration Number:	3870083	MYARYAKA	
Serial Number:	90271386	ARYAKA SMARTSECURE PRIVATE ACCESS	
Serial Number:	90271525	ARYAKA CLOUD-FIRST WAN	
Serial Number:	90271587	ARYAKA THE CLOUD FIRST WAN COMPANY	
Serial Number:	97133887	ARYAKA FLEXCORE	

OP \$640.00 6383581

Property Type	Number	Word Mark
Serial Number:	97133922	FLEXCORE
Serial Number:	97263084	CONNECT TO A SECURE TOMORROW
Serial Number:	97263109	THE CLOUD-FIRST WAN FOR A SECURE TOMORRO
Serial Number:	97263482	CONNECTING ENTERPRISES TO A SECURE TOMOR
Serial Number:	97263841	ARYAKA
Serial Number:	97269155	ARYAKA

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: 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:	1721715
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	07/01/2022

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 30, 2022 by and between **SILICON VALLEY BANK**, a California corporation ("Bank") and **ARYAKA NETWORKS, INC.**, a Delaware corporation, with its principal place of business located at 1850 Gateway Drive, Suite 500, San Mateo, California 94404 ("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 anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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 by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ARYAKA NETWORKS, INC.

DocuSigned by:
Matt Carter
2D96FBC70F42458...

By: _____

Name: Matt Carter

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

DocuSigned by:
Ashlee Kaji
650B87295F8E49F...

By: _____

Name: Ashlee Kaji

Title: Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
APPLICATION ACCELERATION AS A SERVICE SYSTEM AND METHOD	United States	12550409	31-Aug-09	8489685	16-Jul-13
APPLICATION ACCELERATION AS A SERVICE SYSTEM AND METHOD	United States	13919018	17-Jun-13	8903918	2-Dec-14
APPLICATION ACCELERATION AS A SERVICE SYSTEM AND METHOD	United States	14529132	30-Oct-14	9191369	17-Nov-15
APPLICATION ACCELERATION AS A SERVICE SYSTEM AND METHOD	United States	14862172	23-Sep-15	9832170	28-Nov-17
APPLICATION ACCELERATION AS A SERVICE SYSTEM AND METHOD	Europe	EP10800231.2A	19-Jun-10	EP2454854	8-Apr-15
CORRELATION SCORE BASED COMMONNESS INDICATION ASSOCIATED WITH A POINT ANOMALY PERTINENT TO DATA PATTERN CHANGES IN A CLOUD-BASED APPLICATION ACCELERATION AS A SERVICE ENVIRONMENT	United States	17/348746 Published as US20210314242	15-Jun-21		
DATA BANDWIDTH OVERHEAD REDUCTION IN A PROTOCOL BASED COMMUNICATION OVER A WIDE AREA NETWORK (WAN)	United States	15424902	6-Feb-17	9876612	23-Jan-18
DATA BANDWIDTH OVERHEAD REDUCTION IN A PROTOCOL BASED COMMUNICATION OVER A WIDE AREA NETWORK (WAN)	Europe	EP2018747463A Published as EP3577814A1	19-Jan-18		
DATA COMPRESSION THROUGH REDUNDANCY REMOVAL IN AN APPLICATION ACCELERATION ENVIRONMENT	United States	13220988	30-Aug-11	8959155	17-Feb-15
EFFICIENT DETECTION AND	United States	16660813	23-Oct-19	11070440	20-Jul-21

PREDICTION OF DATA PATTERN
CHANGES IN A CLOUD-BASED
APPLICATION ACCELERATION AS
A SERVICE ENVIRONMENT

HETEROGENEOUS SERVICE PROVIDER MODEL THROUGH PAY-FOR-PERFORMANCE BASED TRANSIT SETTLEMENTS	United States	12773031	4-May-10	8719447	6-May-14
INCREMENTAL COMPUTATION OF BILLING PERCENTILE VALUES IN A CLOUD BASED APPLICATION ACCELERATION AS A SERVICE ENVIRONMENT	United States	14726651	1-Jun-15	9224163	29-Dec-15
METHOD AND SYSTEM FOR DEFINING LOGICAL CHANNELS AND CHANNEL POLICIES IN AN APPLICATION ACCELERATION ENVIRONMENT	United States	14948253	21-Nov-15	9602389	21-Mar-17
ROUTING AND SERVICE PERFORMANCE MANAGEMENT IN AN APPLICATION ACCELERATION ENVIRONMENT	United States	12822366	24-Jun-10	8396954	12-Mar-13
ROUTING AND SERVICE PERFORMANCE MANAGEMENT IN AN APPLICATION ACCELERATION ENVIRONMENT	Europe	EP2011171353A	24-Jun-11	EP2400693B1	20-Apr-16
ROUTING AND SERVICE PERFORMANCE MANAGEMENT IN AN APPLICATION ACCELERATION ENVIRONMENT	United States	13763740	11-Feb-13	8825829	2-Sep-14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
ARYAKA SMARTSECURE	United States of America	88823919	Mar 6, 2020	6383581	Jun 15, 2021
ARYAKA SMARTOPTIMIZE	United States of America	88823963	Mar 6, 2020	6383582	Jun 15, 2021
ARYAKA SMARTINSIGHTS	United States of America	88823975	Mar 6, 2020	6383583	Jun 15, 2021
ARYAKA SMARTCONNECT	United States of America	88824044	Mar 6, 2020	6383585	Jun 15, 2021
ARYAKA SMARTCLOUD	United States of America	88824077	Mar 6, 2020	6351557	May 18, 2021
ARYAKA TURBONET	United States of America	88824108	Mar 6, 2020		
ARYAKA TURBOAPP	United States of America	88824124	Mar 6, 2020		
ARYAKA SMARTCDN	United States of America	88824642	Mar 6, 2020	6383587	Jun 15, 2021
ARYAKA SMART SERVICES	United States of America	88824682	Mar 6, 2020	6383588	Jun 15, 2021
ARYAKA LINKASSURE	United States of America	88824730	Mar 6, 2020	6292288	Mar 16, 2021
ARYAKA HYBRIDWAN	United States of America	88824814	Mar 6, 2020	6286156	Mar 9, 2021
ARYAKA SMARTMANAGE	United States of America	88824900	Mar 6, 2020	6304166	Mar 30, 2021

ARYAKA LAST MILE SERVICE	United States of America	88/840,504	Mar 19, 2020		
ARYAKA	Canada	1495989	Sep 15, 2010	TMA815715	Jan 18, 2012
ARYAKA	China	20397384	Jun 22, 2016	20397384	Aug 14, 2017
ARYAKA	European Union	9385246	Sep 20, 2010	9385246	Apr 26, 2011
ARYAKA	India	2027201	Sep 23, 2010	2027201	Sep 23, 2010
ARYAKA	Japan	2010074498	Sep 22, 2010	0005387434	Jan 28, 2011
ARYAKA	Mexico	1120993	Sep 22, 2010	1227043	Jul 13, 2011
ARYAKA	United Kingdom	UK00909385246	Sep 20, 2010	UK00909385246	Apr 26, 2011
ARYAKA	United States of America	77969065	Mar 26, 2010	3933692	Mar 22, 2011
MYARYAKA	United States of America	77969066	Mar 26, 2010	3870083	Nov 2, 2010
ARYAKA SMARTSECURE PRIVATE ACCESS	United States of America	90271386	Oct 22, 2020		
ARYAKA CLOUD-FIRST WAN	United States of America	90271525	Oct 22, 2020		
ARYAKA THE CLOUD FIRST WAN COMPANY	United States of America	90271587	Oct 22, 2020		
ARYAKA FLEXCORE	United States of America	97133887	Nov 19, 2021		
FLEXCORE	United States of America	97133922	Nov 19, 2021		
CONNECT TO A SECURE TOMORROW	United States of America	97263084	Feb 11, 2022		

THE CLOUD-FIRST WAN FOR A SECURE TOMORROW	United States of America	97263109	Feb 11, 2022
CONNECTING ENTERPRISES TO A SECURE TOMORROW	United States of America	97263482	Feb 11, 2022
ARYAKA (stylized and/or with design)	United States of America	97263841	Feb 11, 2022
ARYAKA (stylized and/or with design)	United States of America	97269155	Feb 16, 2022

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.