TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM847417

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Versa Networks, Inc.		10/20/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A.
Street Address:	2029 Century Park East, 38th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5261640	VERSA
Registration Number:	5291736	FLEXVNF
Registration Number:	6950808	VOS
Serial Number:	97324553	VERSATILITY

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:	8004945225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	Kyle Noreiga
Address Line 1:	1025 Connecticut Ave., NW, STE. 712
Address Line 4:	WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	2154843
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	10/20/2023

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("**Agreement**") is entered into as of October 20, 2023, by and between JPMORGAN CHASE BANK, N.A. ("**Lender**"), as the lender party to the Credit Agreement referred to below, VERSA NETWORKS, INC., a Delaware corporation ("**Grantor**").

RECITALS

A.   Lender has agreed to make certain advances of money and to extend certain financial accommodation (the "**Loans**") to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit and Security Agreement, by and among Lender and the Loan Parties, dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the "Credit Agreement"; capitalized terms used herein are as defined in the Credit Agreement unless otherwise defined in this Agreement). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B.   Pursuant to the terms of the Credit Agreement, Grantor has granted to Lender 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 its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   <u>Grant of Security Interest</u>. Grantor grants and pledges to Lender 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 <u>Exhibit A</u> 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**");

        (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, or Trademarks, 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, 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.   <u>Recordation</u>. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

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

        5.   <u>Execution in Counterparts</u>. 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.   <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

        7.   <u>Governing Law</u>. 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).

<div align="center">[Signatures included on the following page]</div>

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:

Address: **VERSA NETWORKS, INC.**

2550 Great America Way, Suite 350
Santa Clara, CA, 95054

By: _____*kumar Mehta*_____

Name: _____Kumar Mehta_____

Title: _____Chief Development Officer_____

LENDER:

Address: **JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th floor,
Los Angeles, CA 90067
Attention: Cameron Gray

By: _____

Name: _____

Title: _____

[Signature page to Intellectual Property Security Agreement]

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:

Address:

VERSA NETWORKS, INC.

2550 Great America Way, Suite 350
Santa Clara, CA, 95054

By: _____

Name: _____

Title: _____

LENDER:

Address:

JPMORGAN CHASE BANK, N.A.

JPMorgan Chase Bank, N.A.
2029 Century Park East, 38th floor,
Los Angeles, CA 90067
Attention: Cameron Gray

By: _*Cameron Gray*_____

Name: __Cameron Gray_____

Title: _Authorized Officer_____

[Signature page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

NONE

Description	Registration/ Application Number	Registration/ Application Date

EXHIBIT B

Patents

Title	Serial #	Filed Date	Patent #	Issue Date
METHOD FOR CONFIGURING A CONNECTION USING REDUNDANT SERVICE NODES	15/091,388	4/5/2016	10,972,380	4/6/2021
METHOD AND COMPUTING DEVICE FOR SHAPING TRAFFIC ACROSS A WIDE AREA NETWORK	15/148,313	5/6/2016	10,091,078	10/2/2018
METHOD AND SYSTEM FOR PROTECTING DATA FLOW BETWEEN PAIRS OF BRANCH NODES IN A SOFTWARE-DEFINED WIDE-AREA NETWORK	15/276,559	9/26/2016	10,142,298	11/27/2018
METHOD AND SYSTEM FOR ROUTING CONNECTIONS IN A SOFTWARE-DEFINED WIDE AREA NETWORK	15/672,238	8/8/2017	10,523,556	12/31/2019
METHOD AND SYSTEM FOR SHAPING TRAFFIC FROM AN EGRESS PORT IN A SOFTWARE-DEFINED WIDE AREA NETWORK	15/814,296	11/15/2017	10,523,570	12/31/2019
METHOD AND SYSTEM FOR SHAPING TRAFFIC FROM AN EGRESS PORT IN A SOFTWARE-DEFINED WIDE AREA NETWORK	16/732,092	12/31/2019	11,102,130	8/24/2021
METHOD AND SYSTEM FOR PROVIDING AUTOMATIC ROUTER ASSIGNMENT IN A VIRTUAL ENVIRONMENT	15/812,897	11/14/2017	10,693,775	6/23/2020
METHOD AND SYSTEM FOR BALANCING NETWORK LOAD IN A VIRTUAL ENVIRONMENT	15/812,938	11/14/2017	10,771,382	9/8/2020
APPLICATION PERFORMANCE BASED PATH-SELECTION	16/384,681	4/15/2019	10,972,379	4/6/2021
APPLICATION PERFORMANCE BASED PATH-SELECTION USING DYNAMIC METRICS	16/442,406	6/14/2019	10,972,387	4/6/2021
METHOD AND APPARATUS FOR SPLIT-BRAIN AVOIDANCE IN SUB-SECONDARY HIGH AVAILABILITY SYSTEMS	16/557,715	8/30/2019	10,972,337	4/6/2021
SYSTEMS AND METHODS FOR IN-LINE LOSS MEASUREMENT ON SD-WAN OVERLAY PATHS	16/686,042	11/15/2019	11,102,099	8/24/2021
PATH SELECTION FOR DATA TRAFFIC WITHIN A SOFTWARE-DEFINED WIDE AREA NETWORK USING TRAFFIC METRICS	17/407,102	8/19/2021		

Title	Serial #	Filed Date	Patent #	Issue Date
FLOW DISTRIBUTION TABLE FOR PACKET FLOW LOAD BALANCING	14/089,710	11/25/2013	9,231,871	1/5/2016
FLOW DISTRIBUTION TABLE FOR PACKET FLOW LOAD BALANCING	14/987,260	1/4/2016	9,762,494	9/12/2017
CONNECTING MULTIPLE CUSTOMER SITES OVER A WIDE AREA NETWORK USING AN OVERLAY NETWORK	14/150,640	1/8/2014	9,621,460	4/11/2017
CONNECTING MULTIPLE CUSTOMER SITES OVER A WIDE AREA NETWORK USING AN OVERLAY NETWORK	15/483,867	4/10/2017	10,148,456	12/4/2018
MAINTAINING LOCK-FREE, HIGH FREQUENCY, HIGH PERFORMANCE COUNTERS IN SOFTWARE	14/793,635	7/7/2015	9,477,471	10/25/2016
SYSTEMS AND METHODS FOR USING PUSH NOTIFICATIONS FOR SECURITY POLICY ENFORCEMENT	16/779,310	1/31/2020	11,456,859	9/27/2022
SYSTEMS AND METHODS FOR USING PUSH NOTIFICATIONS TO ESTABLISH PROXIED COMMUNICATIONS AND FOR SECURITY POLICY ENFORCEMENT	16/821,932	3/17/2020	11,258,767	2/22/2022
SYSTEMS AND METHODS FOR AUTOMATICALLY GENERATING MALWARE COUNTERMEASURES	16/944,079	7/30/2020		
SYSTEMS AND METHODS FOR CONNECTING WIRELESS CLIENTS TO PREFERRED EDGE DEVICES IN ACTIVE-ACTIVE DEPLOYMENTS	17/008,512	8/31/2020	11,375,441	6/28/2022
ACCESS POINT RADIO CHANNEL CONFIGURATION USING MULTIPROTOCOL BORDER GATEWAY PROTOCOL	17/127,939	12/18/2020	11,252,672	2/15/2022
HIGH AVAILABILITY ROUTER SWITCHOVER DECISION USING MONITORING AND POLICIES	17/127,946	12/18/2020	11,374,849	6/28/2022
DATA PACKET TRAFFIC CONDITIONING THROUGH A LOSSY DATA PATH WITH FORWARD ERROR CORRECTION	17/219,795	3/31/2021		
DATA PACKET TRAFFIC CONDITIONING THROUGH MULTIPLE LOSSY DATA PATHS WITH FORWARD ERROR CORRECTION	17/219,809	3/31/2021		
DATA PACKET TRAFFIC CONDITIONING WITH PACKET STRIPING THROUGH LOSSY DATA PATHS	17/219,813	3/31/2021	11,546,239	1/3/2023
ENHANCED MESSAGING FOR BACKUP STATE STATUS NOTIFICATIONS IN COMMUNICATIONS NETWORKS	17/218,047	3/30/2021	11,258,700	2/22/2022

Title	Serial #	Filed Date	Patent #	Issue Date
METHODS AND SYSTEM FOR ADAPTIVELY MANAGING THE DISTRIBUTION OF NETWORK TRAFFIC	17/233,332	4/16/2021	11,463,367	10/4/2022
METHODS AND SYSTEM FOR ADAPTIVELY MANAGING THE POLICING OF NETWORK TRAFFIC	17/233,352	4/16/2021		
END-TO-END DATA PACKETS FLOW CONTROL THROUGH AN OVERLAY ENVIRONMENT OF A WIDE AREA NETWORK	17/561,462	12/23/2021		
METHODS AND SYSTEMS FOR PROVIDING NETWORK CONNECTIVITY TO A SECURE ACCESS SERVICE EDGE (SASE) DOMAIN	17/486,320	9/27/2021		
METHODS AND SYSTEMS FOR TRANSITIONING BETWEEN CLIENT-LESS AND CLIENT-BASED NETWORK CONNECTIVITY TO A SECURE ACCESS SERVICE EDGE (SASE) DOMAIN	17/486,370	9/27/2021	11,622,313	4/4/2023
DATA PACKET FRAGMENTATION FOR REPLICATED PACKET TRAFFIC THROUGH A SOFTWARE-DEFINED WIDE AREA NETWORK	17/556,850	12/20/2021	11,456,954	9/27/2022
REMOTE CONNECTION RESUMPTION WITH PREVIOUS SECURE TUNNEL IP ADDRESS	17/734,039	4/30/2022		
USER INTERFACE (UI) FOR A REMOTE BROWSER ISOLATION (RBI) PROTECTED BROWSER	17/859,964	7/7/2022		
METHODS AND SYSTEMS FOR DISPLAYING REMOTE BROWSER ISOLATION (RBI) PROTECTED BROWSING	17/859,972	7/7/2022		
METHODS AND SYSTEMS FOR DISPLAYING A REMOTE BROWSER ISOLATION (RBI) CONFIGURATION WINDOW	17/878,844	8/1/2022		
METHODS AND SYSTEMS FOR DISPLAYING A CLOUD ACCESS SECURITY BROKER (CASB) CONFIGURATION WINDOW	18/072,273	11/30/2022		
METHODS AND DEVICES FOR CONFIGURING A CHANNEL AT AN ACCESS POINT (AP)	18/072,351	11/30/2022		
METHOD AND SYSTEM FOR TUNNEL-LESS SDWAN	63/476,316	12/20/2022		
METHOD AND SYSTEM FOR TUNNEL-LESS SDWAN	63/437,095	1/4/2023		

<u>EXHIBIT C</u>

Trademarks

Description	Application No. Filing Date	Registration No. Registration Date
VERSA	86701177 7/22/2015	5261640 8/8/2017
FLEXVNF	86841595 12/7/2015	5291736 9/19/2017
VOS	90505214 2/2/2021	6950808 1/10/2023
VERSATILITY	97324553 3/22/2022	

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