

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORERO NETWORK SECURITY, INC.	FORMERLY Top Layer Networks, Inc.	10/18/2011	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: 15

Property Type	Number	Word Mark
Registration Number:	3214830	TOPRESPONSE
Registration Number:	3389740	SECURECOMMAND
Registration Number:	2575719	PERFECTING THE ART OF NETWORK SECURITY
Registration Number:	3006143	TOP LAYER IDS BALANCER
Registration Number:	3133459	TOPINSPECT
Registration Number:	3042156	DCFD
Registration Number:	3218351	GIGASHIELD
Registration Number:	2444571	TOPFLOW
Registration Number:	2594785	SECUREWATCH
Registration Number:	2483210	TOPVIEW
Registration Number:	2667529	TOP LAYER
Registration Number:	2388753	TOPFIRE
Registration Number:	2733648	TOP LAYER NETWORKS
Registration Number:	2527792	APPSWITCH

TRADEMARK

900205035

REEL: 004644 FRAME: 0389

OP \$390.00 3214830

Serial Number:

85236403

CORERO

CORRESPONDENCE DATA

Fax Number: (408)852-4475

Phone: 4088417195

Email: dsanchezbentz@vlpawgroup.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Diana Sanchez Bentz, Legal Specialist

Address Line 1: VLP Law Group LLP

Address Line 2: 235 Victoria Drive

Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:

SVB-CORERO-TMS

NAME OF SUBMITTER:

Diana Sanchez Bentz

Signature:

/DSB0068/

Date:

10/19/2011

Total Attachments: 8

source=SVB_Corero Network_IPSA_10-18-2011#page1.tif

source=SVB_Corero Network_IPSA_10-18-2011#page2.tif

source=SVB_Corero Network_IPSA_10-18-2011#page3.tif

source=SVB_Corero Network_IPSA_10-18-2011#page4.tif

source=SVB_Corero Network_IPSA_10-18-2011#page5.tif

source=SVB_Corero Network_IPSA_10-18-2011#page6.tif

source=SVB_Corero Network_IPSA_10-18-2011#page7.tif

source=SVB_Corero Network_IPSA_10-18-2011#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 18th, 2011 by and between SILICON VALLEY BANK ("Bank") and CORERO NETWORK SECURITY, INC. ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation 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 the Effective Date (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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 or 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.

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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[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:

Address of Grantor:

1 Cabot Road
Hudson, MA 01749
Attn: Joseph Branca

CORERO NETWORK SECURITY, INC.

By:  _____

Title: Vice President Finance & Treasurer

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, MA 02466
Attn: Karen Poole

SILICON VALLEY BANK

By: _____

Title: _____

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:

Address of Grantor:

1 Cabot Road
Hudson, MA 01749
Attn:

CORERO NETWORK SECURITY, INC.

By: _____

Title: _____

BANK:

Address of Bank:

275 Grove Street, Suite 2-200
Newton, MA 02466
Attn: Karen Poole

SILICON VALLEY BANK

By:  _____

Title:  _____

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>
SYSTEM AND PROCESS FOR APPLICATION -LEVEL FLOW CONNECTION OF DATA PROCESING NETWORKS	6226267 09058448	05/01/2001 04/10/1998
APPLICATION-LEVEL DATA COMMUNICATION SWITCHING SYSTEM AND PROCESS FOR AUTOMATIC DETECTION OF AND QUALITY OF SERVICE ADJUSTMENT FOR BULK DATA TRANSFERS	6426943 09285618	07/30/2002 04/03/1999
SYSTEM AND PROCESS FOR GHIH-SPEED PATTERN MATCHING FOR APPLICATION-LEVEL SWITCHING OF DATA PACKETS	6430184 09058597	08/06/2002 04/10/1998
HIGH-SPEED DATA BUS FOR NETWORK SWITCHING	6522188 09058629	02/18/2003 04/10/1998
SYSTEM AND PROCESS FOR FLEXIBLE QUEUING OF DATA PACKETS IN NETWORK SWITCHING	6714553 09060575	03/30/2004 04/15/1998
SYSTEM AND PROCESS FOR DEFENDING AGAINST DENIAL OF SERVICE ATTACKS ON NETWORK NODES	09653045 US2001041961	09/01/2000 09/01/2000
SYSTEM AND METHOD FOR FLOW MIRRORING IN A NETWORK SWITCH	09791517 US20010055274	02/22/2001 12/27/2001

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CORERO	85236403	02/08/2011
TOPRESPONSE	3214830	03/06/2007
SECURECOMMAND	3389740	02/26/2006
PERFECTING THE ART OF NETWORK SECURITY	2575719	06/04/2002
TOP LAYER IDS BALANCER	3006143	10/11/2005
TOPINSPECT	3133459	08/22/2006
DCFD	3042156	01/10/2006
GIGASHIELD	3218351	03/13/2007
TOPFLOW	2444571	04/17/2001
SECUREWATCH	2594785	07/16/2002
TOPVIEW	2483210	08/28/2001
TOP LAYER	2667529	12/31/2002
TOPFIRE	2388753	09/19/2000
TOP LAYER NETWORKS	2733648	07/08/2003
APPSWITCH	2527792	01/08/2002

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE