

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks at Reel/Frame No. 4412/0540

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Trust Corporation Limited		10/31/2013	private limited company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Enterasys Networks Inc.
Street Address:	50 Minuteman Road
City:	Andover
State/Country:	MASSACHUSETTS
Postal Code:	01810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1927017	ROAMABOUT
Registration Number:	2598722	NETSIGHT
Registration Number:	2814172	DRAGON
Registration Number:	2774963	ENTERASYS DRAGON
Registration Number:	3308023	ENTERASYS MATRIX
Registration Number:	3107670	E
Registration Number:	2924928	ENTERASYS
Registration Number:	3254254	S-SERIES
Registration Number:	4199003	K-SERIES
Registration Number:	4029666	K-SERIES

CORRESPONDENCE DATA

Fax Number:

OP \$265.00 1927017

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

Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	046840-0003
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/01/2013

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of October 31, 2013 (the "Termination and Release"), is executed by **WELLS FARGO TRUST CORPORATION LIMITED** ("Security Agent"), as security agent for the Secured Parties (as defined in the U.S. Security Agreement described below), in favor of **ENTERASYS NETWORKS, INC.** (the "Grantor").

WHEREAS, under (a) that certain U.S. Security Agreement, dated as of November 9, 2010 and entered into between the Grantor, the Security Agent and the other parties named therein (the "U.S. Security Agreement") and (b) the Grant of Security Interest in United States Trademarks, dated as of November 9, 2010 and entered into between the Security Agent and the Grantor (the "Trademark Security Agreement"), the Grantor granted to the Security Agent, for the ratable benefit of the Secured Parties (as defined therein), a security interest (the "Security Interest") in (i) all of its rights, title and interest in and to the United States trademarks applied for or registered with the U.S. Patent and Trademark Office (the "PTO") and set forth on Schedule 1 hereto (the "Marks"), together with (ii) all Proceeds (as such term is defined in the U.S. Security Agreement) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date of the U.S. Security Agreement for infringement of any of the Marks or unfair competition regarding the same (the foregoing sub-clauses (i), (ii), (iii) and (iv), collectively, the "Trademark Rights");

WHEREAS, the Trademark Security Agreement was recorded with the PTO;

WHEREAS, all of the capital stock of the Grantor is being sold pursuant to an asset sale which is permitted under the applicable Transaction Documents;

WHEREAS, the Security Interest thereon is automatically released pursuant to Section 12.2.2 of the Intercreditor Agreement (defined below); and

WHEREAS, the parties hereto wish to evidence the release of the Security Interest upon the terms set forth herein and to file this Termination and Release with the PTO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the parties hereto agree as follows:

SECTION 1. DEFINED TERMS.

1.1 Capitalized terms not otherwise defined herein have the meanings set forth in the Intercreditor Agreement dated November 9, 2010 and entered into among Enterprise Networks Holdings B.V., EN Germany Holdings B.V., the Security Agent and certain other parties as named therein (as amended, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") or the U.S. Security Agreement, as applicable.

SECTION 2. RELEASE OF SECURITY INTEREST. The Security Agent hereby terminates, releases and discharges its Security Interest in the Trademark Rights without representation, warranty or recourse, and any right, title or interest of the Security Agent in the Trademark Rights shall hereby cease and become void.

SECTION 3. RECORDATION. The Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States record this Termination and Release with the PTO.

SECTION 4. FURTHER ASSURANCES. The Security Agent shall execute and deliver to the Grantor all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of the Security Interest in the Trademark Rights.

SECTION 5. GENERAL.

5.1 Governing Law. **THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.**

5.2 Successors and Assigns. This Termination and Release shall be binding upon and inure to the benefit of the Security Agent and the Grantor and their respective successors and assigns.

5.3 Counterparts. This Termination and Release may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed page to this Termination and Release by facsimile transmission or other customary means of electronic transmission (including "pdf") shall be effective as delivery of a manually signed counterpart of this Termination and Release.

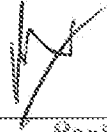
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IN WITNESS WHEREOF, the parties hereto have caused this Termination and Release to be duly executed and delivered as of the date first above written.

WELLS FARGO TRUST CORPORATION LIMITED

as Security Agent

By:



Name:

Raphael Pariser

Title:

Authorised Signatory

ENTERASYS NETWORKS, INC.

as Grantor


By: Ann C. Bonis

Name: Ann C. Bonis

Title: Vice President & Secretary

SCHEDULE 1

Registered Trademarks Owned by Enterasys Networks, Inc.

Mark	International Classes	Application No Filing Date	Registration No Registration Date
ROAMABOUT	9	74466963 06-DEC-1993	1927017 17-OCT-1995
NETSIGHT	9	75916741 11-FEB-2000	2598722 23-JUL-2002
DRAGON	9	78143148 11-JUL-2002	2814172 10-FEB-2004
ENTERASYS DRAGON	9	76441931 16-AUG-2002	2774963 21-OCT-2003
ENTERASYS MATRIX	9	78181035 01-NOV-2002	3308023 09-OCT-2007
	9, 37, 41, 42	78370681 19-FEB-2004	3107670 20-JUN-2006
ENTERASYS	9, 37, 38, 41, 42	76585600 08-APR-2004	2924928 08-FEB-2005
S-SERIES	9	78685827 04-AUG-2005	3254254 19-JUN-2007
K-SERIES	9	85060997 11-JUN-2010	4199003 28-AUG-2012
K-SERIES	37, 42	85065120 17-JUN-2010	4029666 20-SEP-2011
ONEFABRIC	37, 42	85445152 12-OCT-2011	4354738 18-JUN-2013
BIGAPP	9, 37, 41, 42	85920309 01-MAY-2013	
PURVIEW	9, 37, 41, 42	86037964 14-AUG-2013	