

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIFT.IO Inc.		07/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NORTH BRIDGE VENTURE PARTNERS 7, L.P.		
Street Address:	950 WINTER STREET		
City:	WALTHAM		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5176695	RIFT.IO	
Registration Number:	5181919	RIFT.IO	
Registration Number:	5176711	RIFT.WARE	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6000		
Email:	whiptrademark@wilmerhale.com		
Correspondent Name:	MICHAEL J. BEVILACQUA, ESQ.		
Address Line 1:	60 STATE STREET		
Address Line 2:	WILMER CUTLER PICKERING HALE AND DORRLLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	0104402.193		
NAME OF SUBMITTER:	MICHAEL J. BEVILACQUA, ESQ.		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	07/31/2018		
Total Attachments: 7			
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SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is entered into as of July 31, 2018, by rift.IO Inc., a Delaware corporation (“Grantor”), in favor of North Bridge Venture Partners 7, L.P., as lender or agent under each of the Loan and Security Agreements, as applicable (“Grantee”).

WHEREAS, Grantee lent or may lend Grantor certain amounts of money pursuant to the terms and conditions of (i) that certain Loan and Security Agreement, dated as of January 12, 2018, by and between Grantor and Grantee, as lender and agent, as amended by that certain Amendment to Loan and Security Agreement, made as of February 12, 2018, (ii) that certain Loan and Security Agreement, dated as of March 9, 2018, by and between the Grantor and Grantee, as lender, as amended by that certain Amendment to Loan and Security Agreement, dated as of May 29, 2018, as further amended by that certain Amendment to Loan and Security Agreement, dated as of June 8, 2018, as further amended by that certain Amendment to Loan and Security Agreement, dated as of June 26, 2018 (the agreements named in each of clauses (i) and (ii) above collectively, each as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan and Security Agreements”), and (iii) those certain Notes (as defined in each Loan and Security Agreement),

WHEREAS, Grantor has granted Grantee a security interest in certain intellectual property as more particularly described in each Loan and Security Agreement in order to secure performance of the Grantor’s obligations under each Loan and Security Agreement and the Notes.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreements.

2. **Grant of Security Interest in Intellectual Property Collateral**. Grantor hereby unconditionally grants, assigns, and pledges to Grantee, to secure Grantor’s payment and performance under each Loan and Security Agreement, each Note and other obligations of Grantor to Grantee, a continuing security interest (referred to in this Agreement as the “Security Interest”) in all of Grantor’s right, title and interest in and to all of the intellectual property now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest, including, without limitation, the following (collectively, the “Collateral”).

(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 or otherwise, 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 A 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 A attached hereto, other than any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Collateral (collectively, the “Trademarks”);

(f) All mask works or similar rights, now owned or hereafter acquired (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.

3. Security Agreements. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interests granted to Grantee pursuant to each Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the Security Interest in the Collateral made and granted hereby are more fully set forth in each Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Notes or the Loan and Security Agreements, the Notes or the Loan and Security Agreements, as applicable, shall control.

4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed

to be an original, and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

5. 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 interpreted and determined in accordance with the laws of the State of New York (excluding the laws and rules of law applicable to conflicts or choice of law).

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

RIFT.IO INC

By: 

Name: Tony Schoener

Title: Chief Executive Officer

GRANTEE:

NORTH BRIDGE VENTURE PARTNERS 7, L.P.

By: North Bridge Venture Management 7, L.P.
Its General Partner

By: NBVM GP, LLC
Its General Partner

By: _____

Name:

Title: Manager

[Signature page to Supplemental IP Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

RIFT.IO INC.

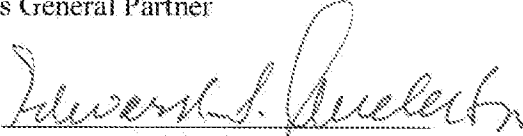
By: _____
Name: Tony Schoener
Title: Chief Executive Officer

GRANTEE:

NORTH BRIDGE VENTURE PARTNERS 7, L.P.

By: North Bridge Venture Management 7, L.P.
Its General Partner

By: NBVM GP, LLC
Its General Partner

By: 
Name: Edward T. Anderson
Title: Manager

[Signature page to Supplemental IP Security Agreement]

TRADEMARK
REEL: 006398 FRAME: 0664

EXHIBIT A
to
SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

The Company has filed the following patents:

U.S. Patent Application No. 14/836,419
DISTRIBUTED TRANSACTION SUBSYSTEM
Filed: August 26, 2015
Inventors: Matthew Hayden Harper and Timothy Glenn Mortsof

U.S. Patent Application No. 14/836,440
MULTI-NODE DISTRIBUTED NETWORK ACCESS SERVER DESIGNED FOR LARGE
SCALABILITY
Filed: August 26, 2015
Inventors: Matthew Hayden Harper and Timothy Glenn Mortsof

U.S. Patent No. 9,807,157
HYBRID VIRTUAL LOAD BALANCER
Filed: October 29, 2015
Issue Date: October 31, 2017
Inventors: Timothy G. Mortsof, Matthew H. Harper, Gregory Alden, Aniruddha Atale, and Anil
Gunturu

U.S. Patent Application No. 14/483,205
DYNAMICALLY SCRIPTABLE IP PACKET PROCESSING ENGINE
Filed: September 11, 2014
Inventors: Matthew Harper, Timothy Mortsof

U.S. Patent Application No. 14/483,208
DYNAMICALLY SCRIPTABLE IP TRAFFIC LOAD BALANCING FUNCTION
Filed: September 11, 2014
Inventors: Matthew Harper, Timothy Mortsof

U.S. Patent Application No. 14/483,209
HIERARCHICAL DISTRIBUTION OF CONTROL INFORMATION IN A MASSIVELY
SCALABLE NETWORK SERVER
Filed: September 11, 2014
Inventors: Matthew Harper, Timothy Mortsof

U.S. Patent Application No. 14/836,513
DISTRIBUTED INPUT/OUTPUT ARCHITECTURE FOR NETWORK FUNCTIONS
VIRTUALIZATION

Filed: August 26, 2015
Inventors: Matthew Hayden Harper, Timothy Glenn Mortsof

U.S. Patent Application No. 14/935,017
MODEL DRIVEN ARCHITECTURE FOR NETWORK MANAGEMENT AND
CONFIGURATION

Filed: November 6, 2015
Inventors: Rajesh Velandy, Vinod Kamalaraj, Thomas Seidenberg, Grant Taylor, Anil Gunturu,
Matthew Hayden Harper, Timothy Glenn Mortsof

The company has filed the following PCT international patent applications:

PCT Patent Application No. PCT/US2015/046933
MULTI-NODE DISTRIBUTED NETWORK ACCESS SERVER DESIGNED FOR LARGE
SCALABILITY

Filed: August 26, 2015
Inventors: Matthew Hayden Harper and Timothy Glenn Mortsof

PCT Patent Application No. PCT/US2015/046944
DISTRIBUTED TRANSACTION SUBSYSTEM

Filed: August 26, 2015
Inventors: Matthew Hayden Harper and Timothy Glenn Mortsof

The Company has filed the following trademark applications:

U.S. Intent-to-Use Trademark Registration No. 5,176,695
For the Mark RIFT.IO
MBF Ref: 206674-9002-US00
Registration Date: April 4, 2017

U.S. Intent-to-Use Trademark Registration No. 5,181,919
For the Mark RIFT.IO
MBF Ref: 206674-9002-US01
Registration Date: April 11, 2017

U.S. Intent-to-Use Trademark Registration No. 5,176,711
For the Mark RIFT.WARE in Class 09
MBF Ref: 206674-9003-US00
Registration Date: April 4, 2017