

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713956

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gigamon Inc.		03/11/2022	Corporation: DELAWARE
Icebrg LLC		03/11/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	5123207	CROWDENGINE
Registration Number:	5233047	FABRICVUE
Registration Number:	4710560	FLOW MAPPING
Registration Number:	4837132	FLOWVUE
Registration Number:	3777143	GIGAMON
Registration Number:	4993037	GIGAMON
Registration Number:	3962932	G GIGAMON
Registration Number:	5750850	GIGASECURE
Registration Number:	4759795	GIGASMART
Registration Number:	3715658	GIGAVUE
Registration Number:	4998228	GRIP
Registration Number:	3743314	G-TAP
Registration Number:	5461998	
Registration Number:	4988456	ICEBRG
Registration Number:	6350968	ICEBRG
Registration Number:	6350967	ICEBRG
Registration Number:	6350969	ICEBRG

TRADEMARK

REEL: 007658 FRAME: 0173

900681050

OP \$515.00 5123207

Property Type	Number	Word Mark
Registration Number:	5068890	SEE INSIDE YOUR NETWORK
Registration Number:	5425419	STREAMING NETWORK FORENSICS
Registration Number:	4827354	GIGASTREAM

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 18876.515241 TSA

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 03/11/2022

Total Attachments: 6

source=Gigamon Refi - Trademark Security Agreement [Executed]#page1.tif

source=Gigamon Refi - Trademark Security Agreement [Executed]#page2.tif

source=Gigamon Refi - Trademark Security Agreement [Executed]#page3.tif

source=Gigamon Refi - Trademark Security Agreement [Executed]#page4.tif

source=Gigamon Refi - Trademark Security Agreement [Executed]#page5.tif

source=Gigamon Refi - Trademark Security Agreement [Executed]#page6.tif

TRADEMARK SECURITY AGREEMENT

WHEREAS, Gigamon Inc., a Delaware corporation (“*Gigamon*”), and Icebrg LLC, a Delaware limited liability company (together with Gigamon, collectively, the “**Grantors**,” and each a “**Grantor**”), each owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 11, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which each Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantors to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and all rights corresponding thereto (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GIGAMON INC.


DocuSigned by:
By: David Arkley
Name: David Arkley
Title: Chief Financial Officer

ICEBRG LLC

DocuSigned by:
By: David Arkley
Name: David Arkley
Title: Chief Financial Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as the Collateral Agent

By: 
Name: Jonathan Ciuffreda
Title: Managing Director

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Class	Application Number	Application Date	Registration Number	Registration Date	Owner
CROWDENGINE	US	42	87052938	2016-05-27	5123207	2017-01-17	Icebrg LLC
FABRICVUE	US	9	86540322	2015-02-19	5233047	2017-06-27	Gigamon Inc.
FLOW MAPPING	US	9	86185714	2014-02-05	4710560	2015-03-31	Gigamon Inc.
FLOWVUE	US	9	85835840	2013-01-29	4837132	2015-10-20	Gigamon Inc.
GIGAMON	US	9	77766712	2009-06-24	3777143	2010-04-20	Gigamon Inc.
GIGAMON (expanded)	US	9	86818310	2015-11-12	4993037	2016-07-05	Gigamon Inc.
G GIGAMON	US	9	77935149	2010-02-12	3962932	2011-05-17	Gigamon Inc.
GIGASECURE (expanded)	US	9	88138907	2018-10-01	5750850	2019-05-14	Gigamon Inc.
GIGASMART	US	9	86440562	2014-10-30	4759795	2015-06-23	Gigamon Inc.
GIGAVUE	US	9	77055636	2006-12-01	3715658	2009-11-24	Gigamon Inc.
GRIP	US	9	86842730	2015-12-08	4998228	2016-07-12	Gigamon Inc.
G-TAP	US	9	77711201	2009-04-09	3743314	2010-01-26	Gigamon Inc.
iceberg square design	US	42	87383929	2017-03-24	5461998	2018-05-08	Icebrg LLC

ICEBRG	US	42	86812609	2015-11-06	4988456	2016-06-28	Icebrg LLC
ICEBRG and square design (horizontal)	US	42	87383941	2017-03-24	6350968	2021-05-18	Icebrg LLC
ICEBRG and square design (stacked)	US	42	87383913	2017-03-24	6350967	2021-05-18	Icebrg LLC
ICEBRG Stylized	US	42	87383956	2017-03-24	6350969	2021-05-18	Icebrg LLC
SEE INSIDE YOUR NETWORK	US	9	85675689	2012-07-12	5068890	2016-10-25	Gigamon Inc.
STREAMING NETWORK FORENSICS	US	42	87383975	2017-03-24	5425419	2018-03-13	Icebrg LLC
GIGASTREAM	US	9	85675597	2012-07-12	4827354	2015-10-06	Gigamon Inc.

TRADEMARK

REEL: 007658 FRAME: 0180

RECORDED: 03/11/2022