

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832762

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		08/14/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	DELAWARE TRUST COMPANY		
Street Address:	251 Little Falls Drive		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88735724	CASA SYSTEMS	
Serial Number:	88737064		
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	PAUL HASTINGS LLP		
Address Line 1:	4747 EXECUTIVE DR., 12TH FLOOR		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	50577.00003		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	08/17/2023		
Total Attachments: 5			
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This **ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS** (“Security Interest Assignment”), dated as of August 14, 2023, is made by **JPMORGAN CHASE BANK, N.A.**, in its capacity as the resigning Administrative Agent and Collateral Agent (the “Resigning Agent”) in favor of **DELAWARE TRUST COMPANY**, in its capacity successor Administrative Agent and Collateral Agent following the effectiveness of the resignation of the Resigning Agent (the “Successor Agent”).

WITNESSETH:

WHEREAS, reference is made to (i) the Credit Agreement, dated as of December 20, 2016 (as amended by the First Amendment, dated as of June 15, 2023, and as may be further amended, restated, extended, supplemented or otherwise modified, the “Credit Agreement”), among Casa Systems, Inc., a Delaware corporation (the “Borrower”), each Lender from time to time party thereto, JPMorgan Chase Bank, N.A., as Resigning Agent and an L/C Issuer, and the other agents and parties party thereto, and (ii) the Security Agreement, dated as of December 20, 2016 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Resigning Agent as Collateral Agent;

WHEREAS, in connection with the Credit Agreement and the Security Agreement, the Resigning Agent, as Collateral Agent, is a party to that certain Trademark Security Agreement, dated as of September 25, 2020 (the “Trademark Security Agreement”) with the Borrower, as Grantor (in such capacity, the “Grantor”), and such Trademark Security Agreement was recorded in the United States Patent and Trademark Office on September 25, 2020 at Reel/Frame: 7073/0970;

WHEREAS, pursuant to the Trademark Security Agreement, as security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor granted to the Resigning Agent, as Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of the Grantor’s right, title or interest in or to any and all of the Owned Trademarks (as that term is defined in the Security Agreement), including those listed on Schedule A hereto, and all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to the Owned Trademarks (collectively, the “Trademark Collateral”);

WHEREAS, pursuant to that certain Agency Resignation, Amendment, Appointment and Assumption Agreement dated as of August 14, 2023 (the “Agency Agreement”), Resigning Agent resigned as Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents (as that term is defined in the Agency Agreement), and Successor Agent was appointed as the Administrative Agent and Collateral Agent under the Credit Agreement and the other Loan Documents (as that term is defined in the Agency Agreement); and

WHEREAS, Resigning Agent desires to assign its rights under the Trademark Security Agreement to Successor Agent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment

(a) Resigning Agent hereby irrevocably assigns and delegates to Successor Agent all of the rights, benefits, authority, powers, and duties of Resigning Agent under the Trademark Security Agreement, including Resigning Agent's Security Interest in the Trademark Collateral, including, without limitation, each Owned Trademark (as that term is defined in the Security Agreement) listed on Exhibit A hereto.

(b) Successor Agent shall succeed to the rights, benefits, authority, powers and duties of the Resigning Agent under the Trademark Security Agreement as if it were the original collateral agent thereunder, and the rights, benefits, powers and duties of the Resigning Agent under the Trademark Security Agreement shall be terminated.

Miscellaneous

(a) Terms capitalized but not defined herein shall have the meaning provided or provided by reference for such terms in the Trademark Security Agreement or the Security Agreement, as applicable.

(b) Neither this Security Interest Assignment nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Security Interest Assignment) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) In case any provision in or obligation under this Security Interest Assignment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(d) THIS SECURITY INTEREST ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(e) This Security Interest Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(f) This Security Interest Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, ".pdf", ".tif" or other electronic imaging means of an executed counterpart of a signature page to this Security Interest Assignment shall be effective as delivery of an original executed counterpart of this Security Interest Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity
as the Resigning Agent

By: *Vidita J. Shah*
Name: Vidita J. Shah
Title: Vice President

DELAWARE TRUST COMPANY, in its capacity
as the Successor Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Security Interest Assignment to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

JPMORGAN CHASE BANK, N.A., in its capacity
as the Resigning Agent

By: _____
Name:
Title:

DELAWARE TRUST COMPANY, in its capacity
as the Successor Agent


By:  _____
Name: Sean Foronjy
Title: Vice President

EXHIBIT A
to
ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

U.S. Trademark Applications

<u>Owner</u>	<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>
CASA SYSTEMS, INC.	CASA SYSTEMS	88735724	12/20/19
CASA SYSTEMS, INC.	(Design only)	88737064	12/23/19