

FORM PTO-1619A

Expires 06/30/99
OMB 0651-0027

06-10-1999



101059104

U.S. Department of Commerce
Patent and Trademark Office**PATENT****RECORDATION FORM COVER SHEET
PATENTS ONLY****TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)****Submission Type**☒ New☐ Resubmission (Non-Recordation)Document ID # ☐ Correction of PTO ErrorReel Frame # ☐ Corrective DocumentReel Frame # **Conveyance Type**☐ Assignment☒ Security Agreement☐ License☐ Change of Name☐ Merger☐ Other **U.S. Government**

(For use ONLY by U.S. Government Agencies)

☐ Departmental File☐ Secret File**Conveying Party(ies)**☐ Mark if additional names of conveying parties attachedExecution Date
Month Day YearName (line 1) **Packeteer Inc.**

May 20, 1999

Name (line 2) **Second Party**Execution Date
Month Day YearName (line 1) Name (line 2) **Receiving Party**☐ Mark if additional names of receiving parties attachedName (line 1) **MMC/GATX Partnership No. I**Name (line 2) Address (line 1) **Four Embarcadero Center, Suite 2200**Address (line 2) Address (line 3) **San Francisco****CA,****94111**

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Address (line 1) Address (line 2) Address (line 3) Address (line 4)

06/09/1999 HTH:11 00000232 232415 9719630

FOR OFFICE USE ONLY

01 FC:581

680.00 CH

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

PATENT
REEL: 009996 FRAME: 0702

Correspondent Name and Address

Area Code and Telephone Number

(650) 496-7543

Name **Nancy Bouch, Legal Assistant**Address (line 1) **Wilson Sonsini Goodrich & Rosati**Address (line 2) **650 Page Mill Road, FH2 BR**Address (line 3) **Palo Alto, CA 94304-1050**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☒ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

97/19630

08/742994

97/19998

08/970693

97/22550

08/977376

08/977642

98/13408

09/106924

Patent Number(s)

5802106

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 680.00

Method of Payment:

Deposit Account

Enclosed ☐Deposit Account ☒

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

24-2415 Attn: 22913-018

Authorization to charge additional fees:

Yes ☒No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Charges to deposit account are authorized, as indicated herein.

Andrew J. Hirsch

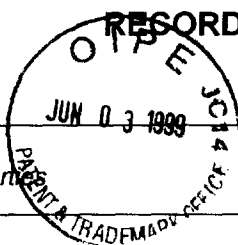
Name of Person Signing

Signature

June 1, 1999

Date Signed

FORM PTO-1619C

Expires 06/30/99
OMB 0651-0027RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLYU.S. Department of Commerce
Patent and Trademark Office
PATENT**Conveying Party(ies)**

Enter Additional Conveying Party(ies)

☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Name (line 1)

Name (line 2)

Execution Date
Month Day YearExecution Date
Month Day Year**Receiving Party(ies)**

Enter Additional Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

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Enter either the Trademark Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)**Patent Number(s)**

98/25696

09/206772

09/198051

98/25018

09/198090

99/02984

09/046776

GRANT OF SECURITY INTEREST

PATENTS AND TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of May 20, 1999 by PACKETEER INC., a Delaware corporation ("Borrower"), in favor of MMC/GATX PARTNERSHIP NO. I, ("Lender"), as Lender pursuant to that certain Loan and Security Agreement ("Loan Agreement"), dated as of the date hereof, among Borrower and the Lender.

A. Pursuant to a Loan and Security Agreement, dated as of May 20, 1999 among Borrower and Lender, Lender has agreed to extend certain credit facilities to Borrower upon the terms and subject to the conditions set forth therein.

B. Borrower has adopted, used and is using, or has a bona fide intent to use the patents and trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof, which patents and trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Patents and Trademarks");

C. Pursuant to the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower's right, title and interest in and to all contract rights and general intangibles, including Intellectual Property, now owned or hereafter acquired, including, without limitation, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is:

MMC/GATX PARTNERSHIP NO. I
c/o GATX Capital Corporation
Four Embarcadero Center, Suite 2200
San Francisco, California 94111

PATENT

REEL: 009996 FRAME: 0705

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed as of the day and year first above written.

PACKETEER INC.

By: David C. Yntema

Name: David Yntema

Title: Chief Financial Officer and Secretary

SCHEDULE 1A

TO GRANT OF SECURITY INTEREST

TRADEMARKS

APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
75/286,190	05/05/97	2,133,249	01/27/98
75/207,589	12/03/96	2,197,759	10/20/98
75/207,591	12/03/96		
75/286,615	05/05/97		
75/329,619	07/23/97		
75/600,112	03/15/99		

PATENT

' REEL: 009996 FRAME: 0707

SCHEDULE 1B**TO GRANT OF SECURITY INTEREST****PATENTS**

SERIAL NUMBER	FILING DATE	PATENT NUMBER	ISSUE DATE
97/19630	10/24/97	5802106	09/01/98
08/742994	11/01/96		
97/19998	10/24/97		
08/970693	11/14/97		
97/22550	12/08/97		
08/977376	11/24/97		
08/977642	11/24/97		
98/13408	06/30/98		
98/106924	06/29/98		
98/25696	12/04/98		
98/206772	12/07/98		
98/198051	11/23/98		
98/25018	11/23/98		
09/198090	11/23/98		
99/02984	02/11/99		
09/046776	03/13/98		