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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: **Please record the attached** original documents or copy thereof.

1. Name of conveying party(ies):	2. **Name and address** of receiving party(ies):
PACKETTER, INC.	Name: **Silicon Valley Bank**
	Internal Address: Loan Documentation HA155
Additional name(s) of conveying party(ies) attached? ☐Yes ☐ No	

3. Nature of conveyance:

☐ Assignment   ☐Merger

☒Security Agreement   ☐ Change of Name

☒ Other To correct the nature of conveyance recorded 3/22/99 in Reel/Frame 9832/0390 consisting of seven (7) pages

Execution Date: 1/19/99

Street Address: 3003 Tasman Dr.

City: Santa Clara   State: Ca   ZIP: 95054

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)	B. Patent No.(s)
SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF	

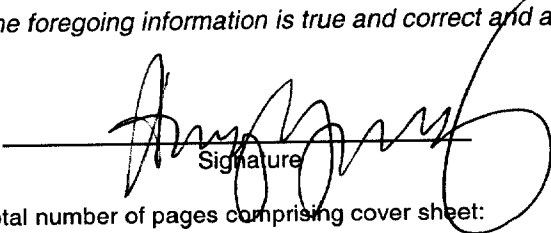Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Silicon Valley Bank**

Internal Address: Loan Documentation HA255

Street Address: 3003 Tasman Dr.

City: Santa Clara   State: Ca   ZIP: 95054

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41): ....$ 400.00
☒ Enclosed

☐ Authorized to be charged to deposit account   400E

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/21/2001 TDIAZ1   00000013 08742994

01 FC:581   400.00 DP

9. 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.

| Name of Person Signing | Signature | Date 9/4/01 |

Total number of pages comprising cover sheet:

U.S. Patents

Description	Registration/ Application Number	Registration/ Application Date
Method for explicit data rate control in a packet communication environment without data rate supervision	08/742994	11/01/96
Method for rapid data rate detection in a packet communication environment without data rate supervision	08/762828	12/06/96
Method for minimizing unneeded retransmission of packets in a packet communication environment support a plurality	08/970693	11/14/97
Method for managing flow bandwidth utilization at network transport & application layers in store & forward network	08/977376	11/24/97
System for managing flow bandwidth utilization at network, transport & application layers in store & forward	08/977642	11/24/97
Method for pacing data flow in a packet-based network	09/106924	06/29/98
Method for data rate control for heterogeneous or peer internet working	60/067910	12/08/97
Method for automatically determining a traffic policy in a policy based bandwidth allocation system	60/066962	11/26/97
Method for automatically classifying traffic in a policy based bandwidth allocation system	60/066864	11/24/97
Method for transparently determining & setting an optimal minimum required top window size	09/046776	03/13/98

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FORM PTO-1595
(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

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03-25-1999

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):	2. Name and address of receiving party(ies)

1. Name of conveying party(ies):

Packeteer, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)

Name: SILICON VALLEY BANK

Internal Address: HG150

Street Address: 3001 TASMAN DRIVE

City: SANTA CLARA   State: CA   ZIP: 95054

3. Nature of conveyance:

☑ Assignment   ☐ Merger

☐ Security Agreement   ☐ Change of Name

☐ Other _____

Execution Date: *1-19-99*

Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

*See Exhibit B attached hereto.
And made a Part hereof.* Additional numbers attached? ☐ Yes ☐ No

B. Patent No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: SILICON VALLEY BANK

Internal Address: HG150

Street Address: 3001 TASMNA DRIVE

City: SANTA CLARA   State: CA   ZIP: 95054

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01 FC:581   400.00 DP

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41)............$ 400.00

☑ Enclosed   CHECK NO. 7844

☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Amey Little
Name of Person Signing

Signature

Date: *2-5-99*

Total number of pages including cover sheet, attachments, and document: _____

**PATENT
REEL: 012132 FRAME: 0879**

EXHIBIT B

U.S. Patents

Description	Registration/ Application Number	Registration/ Application Date
Method for explicit data rate control in a packet communication environment without data rate supervision	08/742994	11/01/96
Method for rapid data rate detection in a packet communication environment without data rate supervision	08/762828	12/06/96
Method for minimizing unneeded retransmission of packets in a packet communication environment support a plurality	08/970693	11/14/97
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System for managing flow bandwidth utilization at network, transport & application layers in store & forward	08/977642	11/24/97
Method for pacing data flow in a packet-based network	09/106924	06/29/98
Method for data rate control for heterogeneous or peer internet working	60/067910	12/08/97
Method for automatically determining a traffic policy in a policy based bandwidth allocation system	60/066962	11/26/97
Method for automatically classifying traffic in a policy based bandwidth allocation system	60/066864	11/24/97
Method for transparently determining & setting an optimal minimum required top window size	09/046776	03/13/98

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 14, 1999 by and between SILICON VALLEY BANK ("Bank") and PACKETEER, INC. ("Grantor").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated January 19, 1999 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used but not otherwise defined herein shall have the same meaning as in the Loan Agreement.

B.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

Notwithstanding anything to the contrary, the grant of a security interest as provided in the Agreement shall not extend to, and the term "Collateral" shall not include, any accounts, general intangibles, instruments or chattel paper of Borrower (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such accounts, general intangibles, instruments, or chattel paper are not assignable as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be effective under applicable law), without the consent of the Person to whose benefit such restrictions exist and (ii) such consent has not been obtained; provided, that the foregoing grant of security interest shall extend to, and the term "Collateral" shall include, (A) any and all proceeds of any general intangibles, accounts, instruments or chattel paper which are otherwise excluded to the extent that the assignment or encumbrance of such proceeds is not so restricted, including under Section that the assignment or encumbrance of such proceeds is not so restricted, including under Section 9318 of the Code, and (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded from general intangibles, accounts, instruments or chattel paper, as well as any and all Proceeds thereof that might have been excluded from such grant of a security interest and the term "Collateral".

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing

at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PACKETEER, INC.

10495 N. De Anza Boulevard
Cupertino, CA 95014

By: _____

Title: _____CEO_____

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: ____Timothy M Weber_____

Title: ____VP_____

Attn: _____

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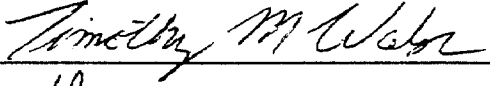
Copyrights

Description	Registration/ Application Number	Registration/ Application Date

None

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Method for transparently determining & setting an optimal minimum required top window size	09/046776	03/13/98

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
Pre-recorded software on CD ROMs or diskettes that tracks network performance	75/286,190	5/5/97
Computer hardware and software for use in managing access to and performance of computer networks, clients, and servers	2,133,249	5/9/96
Computer hardware, namely a device for managing traffic over computer networks consisting of intranets and the global computer network	75/207,589	12/3/96
Computer software for managing traffic over computer networks consisting of intranets and the global computer network	75/207,591	12/3/96
Computer software component of hardware that serves as a controlling mechanism for allocating appropriate bandwidth to computers	75/286,615	5/5/97
Computer hardware and pre-recorded software in the form of CD ROMs and diskettes, for use in managing access to and performance of computer networks, clients, and servers	75/329,619	7/23/97
Computer hardware and pre-recorded software in the form of CD ROMs and diskettes, for use in managing access to and performance of computer networks, clients, and servers	75/329,615	7/23/97

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