

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
M5 NETWORKS, LLC	10/22/2014
RECEIVING PARTY DATA	
Name:	SILICON VALLEY BANK
Street Address:	555 MISSION STREET, SUITE 900
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	7599354
PCT Number:	US2005000657
Application Number:	13091793
Application Number:	61326356
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:	TDinh@mofo.com
Correspondent Name:	MORRISON & FOERSTER LLP
Address Line 1:	425 MARKET STREET
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105
ATTORNEY DOCKET NUMBER:	27292-27-2
NAME OF SUBMITTER:	TUAN DINH
SIGNATURE:	/Tuan Dinh/
DATE SIGNED:	10/23/2014
Total Attachments: 12	
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 22, 2014, is made between M5 NETWORKS, LLC, a Delaware limited liability company (the "Grantor"), and SILICON VALLEY BANK (the "Lender").

ShoreTel, Inc., a Delaware corporation, (the "Borrower"), and the Lender are parties to an Amended and Restated Credit Agreement dated as of October 22, 2014 (as amended, modified, renewed or extended from time to time, the "Credit Agreement"). It is a condition precedent to the borrowings and the issuance of letters of credit under the Credit Agreement that the Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Grantor Security Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Grantor Security Agreement (defined below).

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" has the meaning set forth in the recitals hereto.

"Grantor Security Agreement" means the Amended and Restated Guarantee and Collateral Agreement, dated as of October 22, 2014 between the Grantor, Borrower and the Lender.

"PTO" means the United States Patent and Trademark Office.

"Secured Obligations" has the meaning set forth in the Grantor Security Agreement.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Divisions of the UCC, the definition of such term contained in Division 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Section 1.2 of the Grantor Security Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Lender a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all Patents and Patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such Patents and Patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign Trademarks, service marks and trade names, and applications for registration of such Trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3 Supplement to Grantor Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Grantor Security Agreement. The Grantor acknowledges that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Grantor Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to the Lender that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. Patents and Patent applications and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. Trademarks, Trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office that may reasonably be requested by the Lender. The Lender may record this Agreement, an abstract hereof, or any other document describing the Lender's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Lender, if and when the Grantor shall obtain ownership rights to any new Patents or any new Trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Patents or Trademarks, or any improvement of any Patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Lender notice thereof in accordance with Section 6.2(b) of the Credit Agreement. The Grantor shall do all things reasonably deemed necessary or advisable by the Lender to ensure the validity, perfection, priority and enforceability of the security interests of the Lender in such future acquired Collateral. The Grantor hereby authorizes the Lender to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Lender Appointed Attorney-in-Fact. The Lender shall have the right to, in the name of the Grantor, or in the name of the Lender or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Lender (and any of

the Lender's officers or employees or agents designated by the Lender) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Lender: (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Lender deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Lender's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Lender may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including after the occurrence and during the continuance of any Event of Default (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for the Lender to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Lender have the unilateral power, unless an Event of Default has occurred and is continuing, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lender has any Commitments or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent permitted by law, all that the Lender shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Lender Performance of Grantor Obligations. The Lender may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Lender on demand for any amounts paid by the Lender pursuant to this Section 8.

SECTION 9 Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Lender hereunder, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence and during the continuance of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Lender shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Lender's rights or remedies upon the occurrence and during the continuance of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Lender shall have the

right but shall in no way be obligated to bring suit, or to take such other action as the Lender deems necessary or advisable, in the name of the Grantor or the Lender, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or by email at or to the address, email address or facsimile number of the respective party set forth below its name on the signature page hereof, or at or to such other address, email address or facsimile number as such party shall have designated in a written notice to the other party. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices and other communications (A) sent by facsimile or by email shall be deemed to have been given when sent, and (B) posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described herein, of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if a notice or other communication is not given during normal business hours for the recipient, it shall be deemed to have been given at the opening of business on the next business day for the recipient.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14 Governing Law. **THIS AGREEMENT AND ANY CLAIMS, 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF). THE PROVISIONS OF SECTION 8.11 OF THE GRANTOR SECURITY AGREEMENT REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SHALL BE APPLICABLE TO THIS**

AGREEMENT AND ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*, AS IF SUCH PROVISIONS WERE FULLY SET FORTH HEREIN.

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Grantor Security Agreement.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 18 Incorporation of Provisions of the Grantor Security Agreement. To the extent the Grantor Security Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Section 8 thereof, such provisions are incorporated herein by this reference.

SECTION 19 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

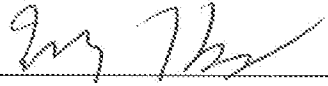
SECTION 20 Termination. Upon the Discharge of Obligations, the security interests contemplated by this Agreement shall terminate and the Lender shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement,
as of the date first above written.

THE GRANTOR

M5 NETWORKS, LLC

By 

Name: Michael Healy

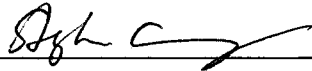
Title: Chief Financial Officer

Address:

M5 Networks, LLC
960 Stewart Drive
Sunnyvale, CA 94085
Attention: Michael Healy, CFO
Telephone No.: (408) 331-3300
Facsimile No.: (408) 331-3300

THE LENDER

SILICON VALLEY BANK

By 

Name: STEPHEN CHANG

Title: VICE PRESIDENT

Address:

Silicon Valley Bank
555 Mission Street, Suite 900
San Francisco, CA 94105
Attention: Stephen Chang
Telephone No.: (415) 764-3163
Facsimile No.: (415) 615-0076

SCHEDULE A
to the Patent and Trademark Security Agreement

M5 NETWORKS, LLC

Issued U.S. Patents of the Grantor

<u>Patent/Application No.</u>	<u>Issue/Application Date</u>	<u>Title</u>
7599354 20050152336 10/752,582	10/06/2009	Architecture And Method For Rapid Development And Implementation Of Voice Over Ip Features
WO 2005/070115 PCT/US05/00657	01-10-2005	Architecture And Method For Rapid Development And Implementation Of Voice Over Ip Features
US20110261946 13/091,793	04/21/2011 Abandoned	Hybrid Hosting System
61/326,356	04/21/2010	Hybrid Hosting for Telecommunications Systems

Pending U.S. Patent Applications of the Grantor

None.

SCHEDULE B
to the Patent and Trademark Security Agreement

M5 NETWORKS, LLC

U.S. Trademarks of the Grantor

None.

Pending U.S. Trademark Applications of the Grantor

None.