#### 503436703 08/14/2015

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3483327

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
SILICON VALLEY BANK	08/13/2015

#### **RECEIVING PARTY DATA**

Name:	FLUKE ELECTRONICS CORPORATION
Street Address:	6920 SEAWAY BLVD.
City:	EVERETT
State/Country:	WASHINGTON
Postal Code:	98204

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	5867483
Patent Number:	6058102
Patent Number:	6147998

#### CORRESPONDENCE DATA

**Fax Number:** (212)735-2000

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:** 2127353000

**Email:** sara.mooney@skadden.com

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE

Address Line 2: REBECCA RODAL

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	184990/1
NAME OF SUBMITTER:	REBECCA RODAL
SIGNATURE:	/rebecca rodal/
DATE SIGNED:	08/14/2015

#### **Total Attachments: 12**

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PATENT 503436703 REEL: 036325 FRAME: 0812

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#### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of August 13, 2015 (this "Release"), is made by SILICON VALLEY BANK, a California corporation with an office located at 3003 Tasman Drive, Santa Clara, CA 95054 (the "Assignor"), in favor of FLUKE ELECTRONICS CORPORATION, a Delaware corporation (as successor in interest to VISUAL NETWORKS, INC. ("VNI"), VISUAL NETWORKS OPERATIONS, INC., VISUAL NETWORKS INVESTMENTS, INC., VISUAL NETWORKS TECHNOLOGIES, INC., VISUAL NETWORKS OF TEXAS, L.P., VISUAL NETWORKS INSURANCE, INC., INVERSE NETWORK TECHNOLOGY and AVESTA TECHNOLOGIES, INC. (each, a "Grantor," and collectively, the "Grantors")) (the "Assignee"). Capitalized terms used in this Release but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement or IP Security Agreement (each as defined below).

WHEREAS, the Assignor and VNI entered into that certain Loan and Security Agreement dated as of February 28, 2001 (as amended from time to time, the "Loan Agreement"), pursuant to which the Assignor agreed to make advances of money and to extend certain financial accommodations to VNI, and VNI was required to grant to the Assignor a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure its obligations under the Loan Agreement;

WHEREAS, the Assignor and the Grantors entered into that certain Intellectual Property Security Agreement in favor of the Assignor, dated as of February 28, 2001 (the "<u>IP Security Agreement</u>");

WHEREAS, pursuant to the IP Security Agreement, as collateral security for the prompt and complete payment and performance of all of each Grantor's present or future indebtedness, obligations and liabilities to the Assignor (the "Indebtedness"), including, without limitation, under the Loan Agreement, each Grantor granted a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property collateral (collectively, the "Intellectual Property Collateral"), including, without limitation, the following:

- a) Any and all copyright rights, copyright applications, copyright registrations and like
  protections in each work or authorship and derivative work thereof, whether published or
  unpublished and whether or not the same also constitutes a trade secret, then or thereafter
  existing, created, acquired or held, including without limitation those set forth on
  EXHIBIT A attached thereto (collectively, the "Copyrights");
- b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products then or thereafter existing, created, acquired or held;
- c) Any and all design rights which may be available to such Grantor then or thereafter existing, created, acquired or held;

- d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached thereto (collectively, the "Patents");
- e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached thereto (collectively, the "Trademarks");
- f) All mask works or similar rights available for the protection of semiconductor chips, then owned or thereafter acquired, including, without limitation those set forth on EXHIBIT D attached thereto (collectively, the "Mask Works");
- g) Any and, all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on March 30, 2001 at Reel/Frame Number 011641/0979; and

WHEREAS, the Indebtedness has been fully paid and performed and the Assignee hereby requests that the Assignor execute this Release in order to evidence the release of the Assignor's security interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. <u>Release of Lien</u>. The Assignor hereby terminates, cancels and releases fully, without representation, warranty or recourse of any kind, its security interest in the Intellectual Property Collateral, including the Intellectual Property Collateral listed on <u>Schedule A</u> hereto, and any right, title and interest of the Assignor in the Intellectual Property Collateral shall hereby terminate, cease and become void.

- 2. <u>Authorization to Record</u>. The Assignor hereby authorizes the Assignee or the Assignee's authorized representative to record this Release with the United States Patent and Trademark Office or United States Copyright Office, or other similar governmental authority in any applicable jurisdiction.
- 3. <u>Further Assurances</u>. The Assignor shall execute and deliver any and all documents or other instruments reasonably requested by the Assignee, at the Assignee's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 4. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE COMMONWEALTH OF MASSACHUSETTS. THE ASSIGNEE ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF MASSACHUSETTS IN ANY ACTION, SUIT, OR PROCEEDING OF ANY KIND, AGAINST IT WHICH ARISES OUT OF OR BY REASON OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IF FOR ANY REASON THE ASSIGNOR CANNOT AVAIL ITSELF OF THE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS, THE ASSIGNEE ACCEPTS JURISDICTION OF THE COURTS AND VENUE IN SANTA CLARA COUNTY, CALIFORNIA.

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IN WITNESS WHEREOF, the Assignor has caused this RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY to be duly executed and delivered by its duly authorized officer as of the date first above written.

SILICON VALLEY BANK

 $\mathbf{B}\mathbf{y}$ 

ame: Kristy Vlahos

Title: Director

# SCHEDULE A

See attached.

# Exhibit B

### Patents

## U.S. Patents

Patent No.	Title
5,521,907	Method and Apparatus for Non-Intrusive Measurement of Round Trip Delay in Communications Networks
5,867,483	Method and Apparatus for Measurement of Peak Throughput in Packetized Data Networks
6,058,102	Method and Apparatus for Performing Service-Level Analysis of Communications Network Performance Metrics
6,147,998	Method and Apparatus for Performing In-Service Quality of Service Testing

## Pending U.S. Patent Applications

Serial No.	Title	Filed	Status
09/048,025	Dynamic Modeling of Complex Networks and Prediction of Impacts of Faults Therein	03/26/1998	Pending
09/256,647	Network Monitoring System	02/23/1999	Awaiting Action
09/605,680	Method of Identifying Information Within a Character String	06/28/2000	Awaiting Action

# Pending Foreign Patent Applications

Country	Serial No.	Title	Filing Date	Status
Canada	2,218,886	Method and Apparatus for Non- Intrusive Measurement of Round Trip Delay in Communications Networks	04/17/1996	Awaiting Action

Country	Serial No.	Title	Filing Date	Status
Canada	2,270,890	Method and Apparatus for Measurement of Peak Throughput in Packetized Data Networks	11/12/1997	Awaiting Action
Australia	33657/99	Dynamic Modeling of Complex Networks and Prediction of Impacts of Faults Therein	9/26/2000	Awaiting Action
Canada	2,301,896	Method and Apparatus for Performing In-Service Quality of Service Testing	08/24/1998	Awaiting Action
Canada	2,307,766	Method and Apparatus for Performing Service-Level Analysis of Communications Network Performance Metrics	11/06/1998	Awaiting Action
Europe	99915051.9	Dynamic Modeling of Complex Networks and Prediction of Impacts of Faults Therein	9/26/2000	Awaiting Action
Europe	97950579.9	Method and Apparatus for Measurement of Peak Throughput in Packetized Data Networks	05/1999	Awaiting Action
Europe	98959404.9	Method and Apparatus for Performing Service-Level Analysis of Communications Network Performance Metrics	05/2000	Awaiting Action
Japan	2000-538359	Dynamic Modeling of Complex Networks and Prediction of Impacts of Faults Therein	09/26/2000	Awaiting Action
Germany	19882639.7	Method and Apparatus for Performing In-Service Quality of Service Testing	02/25/2000	Awaiting Action
Singapore	20005379-3	Dynamic Modeling of Complex Networks and Prediction of	9/26/2000	Awaiting Action

		Impacts of Faults Therein		
Country	Serial No.	Title	Filing Date	Status
South Africa		Dynamic Modeling of Complex Networks and Prediction of Impacts of Faults Therein	9/26/2000	Awaiting Action
UK	00040009.7	Method and Apparatus for Performing In-Service Quality of Service Testing	08/24/1998	Awaiting Action

Presently, Visual Networks Technologies, Inc. has no International Patent Cooperation Treaty (PCT) applications pending. Visual Networks Technologies, Inc. does not yet own any foreign patents.

## Exhibit C

### Trademarks

# Pending U.S. Trademark Applications

Serial No.	Mark	Status
75/788,699	EWATCHER	Response to Non-Final Action Filed 9/6/00
75/612,153	TRINITY	Non-Final Action mailed 10/17/00
75/624,707	MAKE IT VISUAL	Allowed; 1 <sup>st</sup> Extension of Time file on 7/25/00
75/745,829	TUNNELVISION	Allowed; 1 <sup>st</sup> Extension of Time filed on 10/11/00
75/745,828	TUNNELVISION	Accepted; Published on 11/21/00
76/109,122	VISUAL TRINITY	Filed 8/14/00
76/109,116	VISUAL NETWORKS and Design	Filed 8/14/00
TM00-134	VISUAL EWATCHER	Filed 8/14/00
76/127,701	VISUAL TDSLINK	Filed 9/12/2000
76/127,702	TDSLINK	Filed 9/12/2000
76/139,117	VISUAL SERVICE ADVISOR	Filed 10/2/2000
76/139,114	VISUAL LINKSAFE	Filed 10/2/2000
76/139,116	VISUAL IP INSIGHT	Filed 10/2/2000
76/139,115	VISUAL INTERNET BENCHMARK	Filed 10/2/2000

# Registered U.S. Trademarks

Reg. No.	Mark	Reg. Date	
1,970,625	ACCESSRAMP DOCUMENTING THE INFORMATION SUPER HIGHWAY (stylized)	4/23/96	
2,007,923	CARAVELLE WATCHER	10/15/96	
2,009,418	VISUAL UPTIME	10/22/96	
2,032,357	GLOBALWATCHER	1/21/97	
2,067,027	MEDIAWATCHER	6/3/97	
2,115,387	IWATCHER	11/25/97; Cancellation filed 8/13/99	
2,117,886	TRANSCEIVE	12/2/97; Being Sold	
2,122,626	VISUAL NETWORKS	12/23/97	
2,155,605	INVERSE NETWORK TECHNOLOGY	5/5/98	
2,180,579	I (stylized)	8/11/98	
2,181,207	INVERSE NETWORK TECHNOLOGY	8/11/98	
2,193,550	INVERSE	10/6/98	
2,203,246	AVESTA TECNOLOGIES	10/10/98	
2,224,976	BURST ADVISOR	2/23/99	
2,248,906	MEASUREMENTS THAT MATTER	6/1/99	
2,278,155	INTERNET MEASUREMENT SERVICE	9/14/99	
2,282,318	US BENCHMARK REPORT	9/28/99	
2,282,319	UK BENCHMARK REPORT	9/28/99	
2,288,967	MEASURING QUALITY OF THE INTERNET	10/26/99	
2,304,103	INVERSE IP INSIGHT	12/28/99	
2,389,211	INVERSE IP INSIGHT	9/26/00	

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### Foreign Pending Trademark Applications

Country	Serial No.	Mark	Filing Date
Canada	827491	VISUAL NETWORKS	10/31/96
ECT	393561	BURST ADVISOR	10/28/96
ECT	001282102	MAKE IT VISUAL	8/13/99
Canada	1030375	MAKE IT VISUAL	9/28/99

### Foreign Registered Trademarks

Country	Registration No.	Mark	Registration Date
Canada	490358	VISUAL UPTIME	2/20/98
Canada	523933	BURST ADVISOR	2/28/00
ECT	393546	VPOP	10/28/96
ECT	393512	VISUAL NETWORKS	10/28/96
ECT	393504	VISUAL UPTIME	10/28/96

# Exhibit D

## Mask Works

None.

PATENT REEL: 036325 FRAME: 0825

**RECORDED: 08/14/2015**