

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3537089

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
VIRTUAL INSTRUMENTS CORPORATION	09/18/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRIPLEPOINT VENTURE GROWTH BDC CORP.
<b>Street Address:</b>	2755 SAND HILL RD, MENLO PARK
<b>City:</b>	MENLO PARK
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94025
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13756094
<b>Application Number:</b>	13969946
<b>Application Number:</b>	14065834
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Email:</b>	aalwine@mwe.com
<b>Correspondent Name:</b>	GARY B. ROSENBAUM
<b>Address Line 1:</b>	MCDERMOTT WILL & EMERY
<b>Address Line 2:</b>	2049 CENTURY PARK EAST, 38TH FLOOR
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067-3218
<b>ATTORNEY DOCKET NUMBER:</b>	082853-0010
<b>NAME OF SUBMITTER:</b>	JUDY M. MOHR
<b>SIGNATURE:</b>	/Judy M. Mohr/
<b>DATE SIGNED:</b>	09/22/2015
<b>Total Attachments: 6</b>	
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## SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Second Amendment to Plain English Intellectual Property Security Agreement dated as of September 18, 2015 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation and VIRTUAL INSTRUMENTS USA INC., a Delaware corporation (the "Amendment").

### RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the Grantor, which is VIRTUAL INSTRUMENTS USA INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and VIRTUAL INSTRUMENTS USA INC.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated as of December 10, 2013, as amended by the First Amendment to Plain English Growth Capital Loan and Security Agreement dated as of May 20, 2015 and as amended by the Part 5 Availability Letter Agreement dated August 7, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of December 10, 2013, as amended by the First Amendment to Plain English Intellectual Property Security Agreement dated as of May 20, 2015 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

### AGREEMENT

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#### 1. SUPPLEMENT TO IP SECURITY AGREEMENT

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- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule C** to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

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#### 2. MISCELLANEOUS

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**Acknowledgment and Confirmation of Security Interest.** You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

**Conditions to Effectiveness.** This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

**Ratification.** Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

**Complete Agreement.** This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

**Recitals.** The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

**Governing Law.** THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**No Novation.** Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

**Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, You have duly executed this Amendment as of the date first set forth above.

You: VIRTUAL INSTRUMENTS USA INC.

Signature: 

Print Name: GEORGE W. HARRINGTON

Title: CFO

[SIGNATURE PAGE TO SECOND AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY  
SECURITY AGREEMENT]

**SUPPLEMENT TO SCHEDULE A**

**To Plain English Intellectual Property Security Agreement  
Between Virtual Instruments USA Inc., as You (Grantor)  
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

**PATENTS AND PATENT APPLICATIONS**

**PATENTS**

Patent Name	Status and Date Issued	Patent Number
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None

**PATENT APPLICATIONS**

Name	Status & Date Filed	Application Number
Reversible Fan Module for Electronic Circuit Assemblies	Filed: January 31, 2013	13/756094
Network Monitoring Using Thin Film Splitters and Avalanche Photodiode Detectors in Multimode Application	Filed: August 19, 2013	13/969946
Storage Area Network Queue Depth Profiler	Filed October 29, 2013	14/065834

**SUPPLEMENT TO SCHEDULE B**

**To Plain English Intellectual Property Security Agreement  
Between Virtual Instruments USA Inc., as You (Grantor)  
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**TRADEMARKS**

Name	Date Filed or Issued	Serial Number	Status
None			

**TRADEMARK APPLICATIONS**

Name	Date Filed	Serial Number	Status
None			

SUPPLEMENT TO SCHEDULE C  
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT  
Between Virtual Instruments USA Inc., as You (Grantor)  
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)

COPYRIGHT REGISTRATIONS AND COPYRIGHT REGISTRATION APPLICATIONS

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
None			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None		