

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3838303

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
EXINDA NETWORKS PTY LTD.	04/19/2016
RECEIVING PARTY DATA	
Name:	WF FUND V LIMITED PARTNERSHIP (C/O/B AS WELLINGTON FINANCIAL LP AND WELLINGTON FINANCIAL FUND V
Street Address:	40 KING STREET WEST
Internal Address:	SUITE 5001
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5H 3Y2
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14680744
Application Number:	14180785
Application Number:	14677624
CORRESPONDENCE DATA	
Fax Number:	(617)502-5002
<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>	
Phone:	617-248-5000
Email:	patentdocket@choate.com
Correspondent Name:	CHOATE HALL & STEWART LLP
Address Line 1:	TWO INTERNATIONAL PLACE
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2009260-0022
NAME OF SUBMITTER:	JOHN J. CAHILL, PHD, JD, MBA
SIGNATURE:	/John J. Cahill/
DATE SIGNED:	04/20/2016
Total Attachments: 5	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of April 19, 2016, by and among EXINDA NETWORKS PTY LTD., a corporation duly organized and validly existing under the laws of Australia (the "Grantor"), and WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V) ("Secured Party").

Introduction

Pursuant to the General Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the "Security Agreement") by and among Grantor and Secured Party, Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Patent Collateral (as defined below) to secure all of the Obligations under, and as defined in, the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the "Loan Agreement") by and between Exinda Ireland Limited, a single member private limited company incorporated under the laws of Ireland, and Secured Party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Loan Agreement and make the Loans to Exinda Ireland Limited pursuant thereto, Grantor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. To secure the prompt performance of the Obligations, Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all of the following (the "Patent Collateral"):

- (a) patents for which registrations or applications for registration are listed on Schedule I attached hereto and all other registrations or applications for registrations of patents hereafter acquired by Grantor (collectively, the "Patents");
- (b) goodwill associated with such Patents; and
- (c) proceeds of any and all of the foregoing.

SECTION 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Loan Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement and the Loan Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon (a) the disposition of Patent Collateral in accordance with the Security Agreement or (b) the full and final discharge of the Secured Obligations and the termination of Secured Party's obligations under the Loan Agreement, the security interests granted herein shall automatically terminate with respect to (i) such Patent Collateral (in the case of clause (a)) or (ii) all Patent Collateral (in the case of clause (b)). Upon any such disposition or termination, Secured Party will, at Grantor's sole expense, deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all Patent Collateral held by Secured Party hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document. This Agreement is a Financing Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts and by electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

Executed by EXINDA NETWORKS PTY
LTD ACN 092 296 181 acting by the
following persons or, if the seal is affixed,
witnessed by the following persons in
accordance with s127 of the Corporations
Act 2001:



Signature of Director

Michael Sharma

Print Name



Signature of Director/Company Secretary

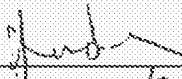
IAN BRIAN HOPKINS

Print Name

[Signature Page to Patent Security Agreement]

SECURED PARTY:

WF FUND V LIMITED PARTNERSHIP, c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V

By: 
Name: _____
Title: *managing partner*

SCHEDULE I

Patents

<u>Title:</u>	<u>Application / Publication No.:</u>	<u>Filing Date:</u>	<u>Country:</u>
METHOD AND SYSTEM FOR TRIGGERING AUGMENTED DATA COLLECTION ON A NETWORK BASED ON TRAFFIC PATTERNS (aka “enhanced data collection”)	14/ 680,744	April 7, 2015	USA
METHOD AND SYSTEM FOR USING DYNAMIC BANDWIDTH DETECTION TO DRIVE QUALITY OF SERVICE CONTROL REFINEMENT (aka “data collection modules”)	14/180,785	February 14, 2014	USA
EXTENSIBLE ANALYTICS AND RECOMMENDATION ENGINE FOR NETWORK TRAFFIC DATA (aka “recommendation engine”)	14/677,624	April 2, 2015	USA