## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3882471

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Execution Date
SILICON VALLEY BANK	05/02/2016

## **RECEIVING PARTY DATA**

Name:	MENARA NETWORKS, INC.
Street Address:	3400 CARLISLE STREET, SUITE 210
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75204

## **PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	7286762
Patent Number:	7302192
Patent Number:	7580637
Patent Number:	8107821
Patent Number:	8107820

#### CORRESPONDENCE DATA

**Fax Number:** (650)493-6811

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:** 6504616125 **Email:** qlu@wsgr.com

Correspondent Name: WSGR, C/O QUI LU, SENIOR PARALEGAL

Address Line 1: 650 PAGE MILL ROAD

Address Line 2: FH 2-1 P12

Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	32417.018
NAME OF SUBMITTER:	QUILU
SIGNATURE:	/Qui Lu/
DATE SIGNED:	05/20/2016
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**Total Attachments: 7** 

PATENT REEL: 038768 FRAME: 0769

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PATENT REEL: 038768 FRAME: 0770

# TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination"), dated as of May 3., 2016, is executed by SILICON VALLEY BANK ("Secured Party"), and in favor of MENARA NETWORKS, INC. ("Company"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Security Agreement (defined below).

#### RECITALS

- A. Pursuant to that certain Intellectual Property Security Agreement, dated as of January 31, 2010, (the "Security Agreement"), executed by Company in favor of Secured Party, Company granted to Secured Party a security interest in the IP Collateral (defined below).
- B. The Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on May 26, 2010, at Reel/Frame 4213/0689, to evidence the security interest granted under the Security Agreement.
- C. The Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on May 26, 2010, at Reel/Frame 024445/0215, to evidence the security interest granted under the Security Agreement.
- D. Secured Party agrees to terminate and release its security interest in the IP Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

- (a) Secured Party expressly terminates and releases all of Company's right, title and interest in, to and under the following (collectively, the "IP Collateral"):
- (i) all of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights, maskworks, software, computer programs and other works of authorship subject to United States copyright protection listed in Exhibit A-1 to this Termination (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. §106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyrights registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Company in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto:
- (ii) all present and future copyrights, maskworks, software, computer programs and other works of authorship subject to (or capable of becoming subject to) United States copyright protection which are not registered in the United States Copyright Office (the "Unregistered

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Copyrights"), whether now owned or hereafter acquired, including without limitation the Unregistered Copyrights listed in Exhibit A-2 to this Termination, and any and all royalties, payments, and other amounts payable to Company in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights";

- (iii) all right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;
- (iv) all present and future accounts, accounts receivable, royalties, and other rights to payment arising from, in connection with or relating to the Copyrights;
- (v) 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 hereto (collectively, the "Patents");
- (vi) all 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 Company connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (vii) 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 rights identified above;
- (viii) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (ix) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (x) 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, and all license royalties and proceeds of infringement suits, and all rights corresponding to the foregoing throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-inpart of the foregoing.
- (b) Secured Party represents and warrants that it has the full power and authority to execute this Termination.
- (c) Secured Party authorizes and requests the Trademark and Patent Divisions of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SILICON VALLEY BANK

Name: 💍

Title:

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## EXHIBIT A-1

# REGISTERED COPYRIGHTS

(including copyrights that are the subject of an application for registration)

Description

Registration/ Application Number

Registration/ Application

Date

None

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**PATENT REEL: 038768 FRAME: 0774** 

# EXHIBIT A-2 UNREGISTERED COPYRIGHTS

None

## EXHIBIT B

# **PATENTS**

Description	Registration/ Application Number	Registration/ Application Date
Apparatus with spread-pulse modulation and nonlinear time domain equalization for fiber optic communication channels	7,286,762	10/23/2007
Methods of spread-pulse modulation and nonlinear time domain equalization for fiber optic communication channels	7,302,192	11/27/2007
Systems and methods for the integration of framing, OAM&P, and forward error correction in pluggable optical transceiver devices	7,580,637	08/25/2009
Systems and methods for ethernet extension and demarcation	8,107,821	01/31/2012
Systems and methods for the integration of framing, OAM&P, and forward error correction in SFP optical transceiver devices	8,107,820	01/31/2012

## EXHIBIT C

# TRADEMARKS

Description

MENARA NETWORKS

Registration/ Application Number

3,530,305

Registration/ Application

Date

11/11/2008

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**PATENT REEL: 038768 FRAME: 0777** 

**RECORDED: 05/20/2016**