505551155 06/28/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5597956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS		

CONVEYING PARTY DATA

Name	Execution Date	
BANK OF MONTREAL	06/24/2019	

RECEIVING PARTY DATA

Name:	EXTREME NETWORKS, INC.		
Street Address:	3480 VIA DEL ORO		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95119		

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	6766482
Patent Number:	7003705
Patent Number:	6892309
Patent Number:	6990592
Patent Number:	7245619

CORRESPONDENCE DATA

Fax Number: (213)891-8763

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.

Email:rhonda.deleon@lw.comCorrespondent Name:LATHAM & WATKINS LLPAddress Line 1:355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057891-0011
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	06/28/2019

Total Attachments: 6

source=Extreme_-_Partial_Release_of_Patent_Security_Interests_(RPX)#page1.tif source=Extreme_-_Partial_Release_of_Patent_Security_Interests_(RPX)#page2.tif

PATENT 505551155 REEL: 049630 FRAME: 0240

source=Extreme_-_Partial_Release_of_Patent_Security_Interests_(RPX)#page3.tif
source=Extreme_-_Partial_Release_of_Patent_Security_Interests_(RPX)#page4.tif
source=Extreme_-_Partial_Release_of_Patent_Security_Interests_(RPX)#page5.tif
source=Extreme_-_Partial_Release_of_Patent_Security_Interests_(RPX)#page6.tif

PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS

This PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS (this "Partial Release"), dated as of June 24, 2019, is made by EXTREME NETWORKS, INC., a Delaware corporation (the "Grantor"), and BANK OF MONTREAL, as administrative agent and collateral agent for the Secured Parties defined in the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

- A. The Grantor, certain financial institutions as lenders and the Administrative Agent are parties to that certain Credit Agreement, dated as of May 1, 2018 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Credit Agreement").
- B. The Grantor and the Administrative Agent are parties to that certain Guarantee and Collateral Agreement, dated as of May 1, 2018 (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "Guarantee and Collateral Agreement").
- C. Pursuant to the terms of the Guarantee and Collateral Agreement, the Grantor granted to the Administrative Agent (for the benefit of the Secured Parties and to secure the Secured Obligations (as defined in the Guarantee and Collateral Agreement)) a security interest in substantially all of the Grantor's present and future personal property assets (including the Intellectual Property of the Grantor) and, to further evidence such security interest grant in the Intellectual Property of the Grantor, the Grantor and the Administrative Agent entered into that certain Patent and Trademark Security Agreement, dated as of May 1, 2018 (the "Patent and Trademark Security Agreement").
- D. The Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 1, 2018 at Reel/Frame No. 046050/0546.
- E. The Grantor desires that the Administrative Agent terminate and release its lien on and security interest in and to all right, title and interest in, to and under the patents and patent applications listed on Schedule I hereto, 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 (collectively, the "Specified Patents").

Accordingly, the parties hereto agree as follows:

- Section 1. Definitions; Interpretation.
- 1.1 Terms Defined in the Credit Agreement and the Guarantee and Collateral Agreement. All capitalized terms used in this Partial Release (including in the recitals hereof) and not otherwise defined herein shall have the respective meanings assigned to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, as the context may require.

- 1.2 <u>Interpretation</u>. The rules of interpretation set forth in Section 1.2 of the Credit Agreement shall be applicable to this Partial Release and are incorporated herein by this reference.
- Section 2. <u>Partial Release</u>. The Administrative Agent hereby terminates, releases and discharges fully, without representation, warranty or recourse of any kind, its lien on and security interest in and to all right, title and interest in, to and under the Specified Patents, and reassigns and transfers to Grantor all right, title and interest that the Administrative Agent may have in the Specified Patents. For the avoidance of doubt, the Administrative Agent continues to maintain its continuing lien and security interest in all of each Grantor's Collateral other than the Specified Patents. The provisions of the Patent and Trademark Security Agreement, the Credit Agreement and the Guarantee and Collateral Agreement shall, except as modified by this Partial Release, continue in full force and effect.
- Section 3. <u>Recordation</u>. The Administrative Agent hereby authorizes the Grantor, or Grantor's authorized representative, to record this Partial Release with the United States Patent and Trademark Office.
- Section 4. Governing Law. THIS PARTIAL RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PARTIAL RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. This Partial Release is subject to the provisions of Section 10.14 of the Credit Agreement relating to submission to jurisdiction, jury trial waiver and judicial reference, which provisions are by this reference incorporated herein, mutatis mutandis, as if set forth herein in full.

[Signature Pages Follow]

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

GRANTOR:

EXTREME NETWORKS, INC.

mui.

itle: Wilf Haministr

[Signature Page to Partial Release of Security Interest in Patents]

ADMINISTRATIVE AGENT:

BANK OF MONTREAL, as Administrative Agent

By:

Name: Jeff LaRue

Title: Vice President

REEL: 049630 FRAME: 0245

SCHEDULE I

to

PARTIAL RELEASE OF SECURITY INTEREST IN PATENTS

SPECIFIED PATENTS

United States Patents

Country	Status	Title	Application	Filed Date	Patent No.	Grant Date	Owner
			No.				
United	Granted	ETHERNET	09/999,796	2001-10-31	6,766,482	2004-07-20	Extreme
States of		AUTOMATIC					Networks,
America		PROTECTION					Inc.
		SWITCHING					
United	Granted	ETHERNET	10/871,297	2004-06-17	7,003,705	2006-02-21	Extreme
States of		AUTOMATIC					Networks,
America		PROTECTION					Inc.
		SWITCHING					
United	Granted	CONTROLLING	10/071,873	2002-02-08	6,892,309	2005-05-10	Extreme
States of		USAGE OF					Networks,
America		NETWORK					Inc.
		RESOURCES BY A					
		USER AT THE					
		USER'S ENTRY					
		POINT TO A					
		COMMUNICATIONS					
		NETWORK BASED					
		ON AN IDENTITY OF					
		THE USER					
United	Granted	CONTROLLING	10/251,140	2002-09-20	6,990,592	2006-01-24	Extreme
States of		CONCURRENT					Networks,
America		USAGE OF					Inc.
		NETWORK					
		RESOURCES BY					
		MULTIPLE USERS					
		AT AN ENTRY					
		POINT TO A					
		COMMUNICATIONS					
		NETWORK BASE					
United	Granted	METHOD AND	10/160,141	2002-05-31	7,245,619	2007-07-17	Extreme
States of		APPARATUS FOR					Networks,
America		MANAGING ROUTES					Inc.

[Schedule I to Partial Release of Security Interest in Patents]

Non-U.S. Patents

RECORDED: 06/28/2019

Country	Status	Title	Application No.	Filed Date	Publication No.	Grant Date	Owner
Australia	Expired	CONTROLLING	AU2003216	2003-01-31	AU200321		Extreme
		CONCURRENT	136		6136		Networks,
		USAGE OF					Inc.
		NETWORK					
		RESOURCES BY					
		MULTIPLE USERS					
		AT AN ENTRY					
		POINT TO A					
		COMMUNICATIONS					
		NETWORK BASED					
		ON IDENTITIES OF					
WIDO	F:-1	THE USERS	WOOOOTIG	2002 01 21	WOOODII		F4
WIPO	Expired	CONTROLLING CONCURRENT	WO2003US 002881	2003-01-31	WO2003U S067372		Extreme
		USAGE OF	002881		3007372		Networks, Inc.
		NETWORK					inc.
		RESOURCES BY					
		MULTIPLE USERS					
		AT AN ENTRY					
		POINT TO A					
		COMMUNICATIONS					
		NETWORK BASED					
		ON IDENTITIES OF					
		THE USERS					

[Schedule I to Partial Release of Security Interest in Patents]