PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8414141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CPACKET NETWORKS INC.	01/29/2024

RECEIVING PARTY DATA

Name:	TRINITY CAPITAL INC., AS COLLATERAL AGENT
Street Address:	1 N. 1ST STREET
Internal Address:	FLOOR 3
City:	PHOENIX
State/Country:	ARIZONA
Postal Code:	85004

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	7937756
Patent Number:	8024799
Patent Number:	7882554
Patent Number:	7890991
Patent Number:	8665868
Patent Number:	8296846
Patent Number:	8346918
Patent Number:	9407518
Patent Number:	10069704
Patent Number:	9787556
Patent Number:	11483393
Patent Number:	11528203
Patent Number:	7603549
Application Number:	17577773

CORRESPONDENCE DATA

Fax Number:

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: (619) 699-2708

PATENT REEL: 066313 FRAME: 0479

508366952

Email: christian.cruz@us.dlapiper.com

Correspondent Name: DLA PIPER LLP (US)
Address Line 1: 4365 EXECUTIVE DRIVE

Address Line 2: SUITE 1100

Address Line 4: SAN DIEGO, CALIFORNIA 92121

NAME OF SUBMITTER:	CHRISTIAN CRUZ
SIGNATURE:	/s/ Christian Cruz
DATE SIGNED:	01/31/2024

Total Attachments: 9

source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page1.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page2.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page3.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page5.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page6.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page7.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page8.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page8.tif source=Trinity_-_cPacket_Networks_-_Intellectual_Property_Security_Agreement_(Final_Form).docx#page8.tif

Execution Version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of January 29, 2024, is made by CPACKET NETWORKS INC., a Delaware corporation, and each domestic Subsidiary signatory hereto (individually and collectively, the "Grantor"), in favor of TRINITY CAPITAL INC., a Maryland corporation (in its capacity as administrative agent and collateral agent for the lenders from time to time party to the Loan Agreement (as defined below) ("Administrative Agent")).

RECITALS

- A. Grantor has entered into a Loan and Security Agreement, dated as of the date hereof, with the lenders from time to time party thereto and the Administrative Agent (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Administrative Agent for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing of hereafter acquired, in, to and under all of the Collateral.
- NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the compt and implete payment when due of its obligations under the Loan Agreement Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

- 1. <u>Grant of Security Interest.</u> To secure its obligations under the Loan Agreement, Grantor grants and pledges to Administrative Agent for its benefit a security wherest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"; provided that the Intellectual Property Collateral shall not include any Excluded Asset), including, without limitation the following:
- Any and all copyright rights, copyright applications, copyright registrations and like protections whether or soft the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including whether on soft imitation have set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, 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");
- (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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on <u>Exhibit D</u> attached hereto (collectively, the "<u>Mask Works</u>");

- (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, 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.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner or Trademarks and the Register of Copyrights and any other government officials to record and Agreement upon request by Administrative Agent.

Grantor hereby authorizes Administrative Agent to (a) modify this Agreement initial rally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a displicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral

- 3. <u>Loan Documents</u>. This Agreement has been entered interpursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution Counts parts.</u> The Agreement and any amendments, waivers, consents or supplements hereto 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 of this agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.
- 5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties he to and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Administrative Agent's express prior written consent, and any such attempted signment shall be void and of no effect. Administrative Agent may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement, and all of such rights shall inure to the benefit of Administrative Agent's successors and assigns.
- 6. <u>Governing Law.</u> This Agreement has been negotiated and delivered to Administrative Agent in the State of California, and shall have been accepted by Administrative Agent in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

CPACKET NETWORKS INC.,

a Delaware corporation

By: Brendan O'Fla

Name: Brendan O'Flaherty

Title: Chief Executive Officer

ADMINISTRATIVE AGENT

TRINITY CAPITAL INC.,

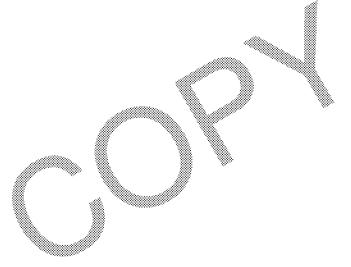
a Maryland corporation

... Sarali Stantolo

Name: Sarah Stanton

Title: General Counsel and Chief Compliance

Officer



REEL: 066313 FRAME: 0483

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EXHIBIT A

COPYRIGHTS

None.

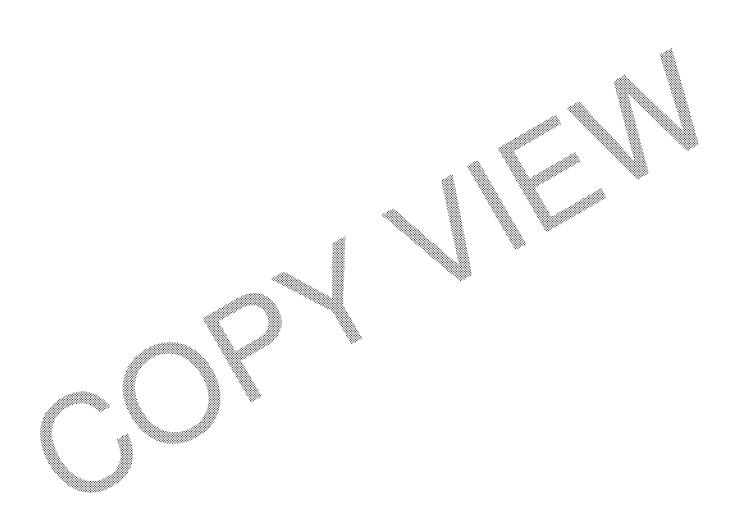


EXHIBIT B

PATENTS

Country	Title/Mark	Application No.	Application Date	Registration No.	Registration Date	Case Status
United States	APPARATUS AND METHOD FOR FACILITATING NETWORK SECURITY	11/208,022	8/19/2005	7,937,756	3 /2011	Registered
United States	APPARATUS AND METHOD FOR FACILITATING NETWORK SECURITY WITH GRANULAR TRAFFIC MODIFICATION	11/483,265	7/7/2006	<u>s</u> ,024, 99	9/20/2011	Registered
United States	APPARATUS AND METHOD FOR SELECTIVE MIRRORING	11/483,196	7/2006	7, 82,554	2/1/2011	Registered
United States	APPARATUS AND METHOD FOR PROVIDING SECURITY AND MONITORING IN A NETWORKING ARCHITECTURE	483,251	7/7/206	7,890,991	2/15/2011	Registered
United States	APPARATUS AN METHOD FOR ENHANCING FOR WARDING AND CLASSIFICATION OF PRICENTIZED MATCHING AND CARBON AND CARBON AND CARBON FIZATION	12/500,493	7/9/2009	8,665,868	3/4/2014	Registered

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United States	United States	United States	United States	United States	United States	Country
APPARATUS AND METHOD FOR PASSIVE DETECTION OF MIDDLEBOXES WITHIN COMPUTER NETWORKS	APPAWATUS; SYSTEM, ANS METHOD FOR ENWANCED MOSSTORING, SEARSHING, ASD VISUALISMING OF NETWORK DATA	APPARATUS, SYSTEM, AND METHOD FOR ENHANCED MONITORING AND SEARCHING JF DEVICES DISTRIBUTED OVER A METWORK	APPARATUS, SYSTEM, AND METHOD FOR ENHANCED REPORTING AND MEASUREMENT OF PERFORMANCE DATA	APPARATUS AND METHOD FOR BIASED AND WEIGHTED SAMPLING OF NETWORK TRAFFIC TO FACILITATE NETWORK MONITORING	APPARATUS AND METHOD FOR ASSOCIATING CATEGORIZATION INFORMATION WITH NETWORK TRAFFIC TO FACILITATE APPLICATION LEVEL PROCESSING	Title/Mark
16/986,914	14/580,138	14/097.781	14/097,173	12/500,527	12/500,519	Application No.
8/6/2020	12/22/2014	12/4/2013	12 4/2013	7/9/2009	7/9/2009	Application Date
11,483,393	9,787,556	10,069,704	9.407,518	®,346 ®18	8,296,846	Registration No.
10/25/2022	10/10/2017	9/4/2018	8/2/2016	1/1/2013	10/23/2012	Registration Date
Registered	Registered	Registered	Registered	Registered	Registered	Case Status

United States	United States	United States	Country
NETWORK SECURITY PROTOCOL PROCESSOR AND METHOD THEREOF	NETWORK MONITOR WITH A HOMODYNE DETECTOR FOR EARLY IDENTIFICATION OF NETWORK ATTACKS	PACKET SWITCH WITH HARDWARE INTERVAL COUNTERS AND ASSOCIATED COMPUTER TO GENERATE NETWORK TRAFFIC ACTIVITY DATA	Title/Mark
10/364,996	17/577,773	16/993,961	Application No.
2/11/2003	1/18/2022	8/14/2020	Application Date
603,548	N/A	11,528,203	Registration No.
13/2009	N/A	12/13/2022	Registration Date
Registered	Pending	Registered	Case Status

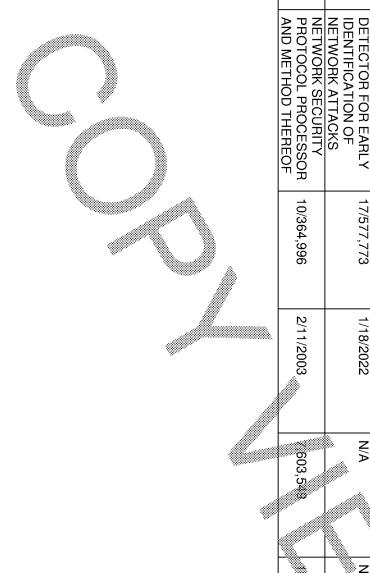


EXHIBIT C

TRADEMARKS

Registration Date 5/7/201 3/11/2008 3/11/2008 3/25/2008 8/5/2008

None.



EXHIBIT D

PATENT REEL: 066313 FRAME: 0489

RECORDED: 01/31/2024