

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI692493

<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>
Arkaya Networks, Inc.	12/12/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Hercules Capital, Inc.
<b>Street Address:</b>	Attn: Chief Legal Officer, Greg Peterson and Cindy Kuo
<b>Internal Address:</b>	1 North B Street, Suite 2000
<b>City:</b>	San Mateo
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94401
<b>PROPERTY NUMBERS Total: 19</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	12095639
<b>Application Number:</b>	12088473
<b>Application Number:</b>	11916765
<b>Application Number:</b>	11070440
<b>Application Number:</b>	14862172
<b>Application Number:</b>	14726651
<b>Application Number:</b>	14529132
<b>Application Number:</b>	13220988
<b>Application Number:</b>	13919018
<b>Application Number:</b>	13763740
<b>Application Number:</b>	12773031
<b>Application Number:</b>	12550409
<b>Application Number:</b>	12822366
<b>Application Number:</b>	14948253
<b>Application Number:</b>	15424902
<b>Application Number:</b>	18104310
<b>Application Number:</b>	18088806
<b>Application Number:</b>	18414493
<b>Application Number:</b>	18416898

PATENT

**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:** (714)371-2517**Email:** bkestner@manatt.com,etu@manatt.com**Correspondent Name:** Warren Biro**Address Line 1:** 695 Town Center Drive, 14th Floor**Address Line 4:** Costa Mesa, CALIFORNIA 92626

<b>ATTORNEY DOCKET NUMBER:</b>	71663-033
--------------------------------	-----------

<b>NAME OF SUBMITTER:</b>	Ethan Tu
---------------------------	----------

<b>SIGNATURE:</b>	Ethan Tu
-------------------	----------

<b>DATE SIGNED:</b>	12/12/2024
---------------------	------------

	This document serves as an Oath/Declaration (37 CFR 1.63).
--	--

**Total Attachments: 8**

source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page1.tiff  
source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page2.tiff  
source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page3.tiff  
source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page4.tiff  
source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page5.tiff  
source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page6.tiff  
source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page7.tiff  
source=Hercules Capital - Aryaka - Amended and Restated IP Security Agreement Executed (12.2024)#page8.tiff

## **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (this “Agreement”) is entered into as of December 12, 2024 by and between HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the “Agent”) and ARYAKA NETWORKS, INC. (“Grantor”).

### **RECITALS**

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, the Lenders and Grantor dated June 28, 2022 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest, whether presently existing or 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 prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent, for the benefit of the Lenders, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent, for the benefit of the Lenders, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Agent, for the benefit of the Lenders, as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in

equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Agent to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Agent's name or in the name of Agent as agent and attorney-in-fact for Grantor.

Sections 11.9 (Governing Law), 11.10 (Consent to Jurisdiction and Venue) and 11.11 (Mutual Waiver of Jury Trial / Judicial Reference) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

This Agreement amends and restates in full, without novation, that certain Intellectual Property Security Agreement dated as of June 28, 2022 between Grantor and Agent.

*[Balance of Page Intentionally Left Blank]*

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

GRANTOR:

ARYAKA NETWORKS, INC.

Signature: Shailesh Shukla

Print Name: Shailesh Shukla

Title: Chief Executive Officer

Address:

Attention: Darin Mcareavey  
3945 Freedom Circle, Suite 1100  
Santa Clara, CA 95054  
email: darin.mcareavey@aryaka.com

AGENT:

HERCULES CAPITAL, INC.

Signature: \_\_\_\_\_

Print Name: Zhuo Huang

Title: Associate General Counsel

Address:

Legal Department  
1 North B Street, Suite 2000  
San Mateo, CA 94401  
Attention: Chief Legal Officer, Greg Peterson and  
Cindy Kuo  
email: legal@htgc.com;  
gpeterson@htgc.com; ckuo@htgc.com

*[Signature Page to Amended and Restated Intellectual Property Security Agreement]*

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

GRANTOR:

ARYAKA NETWORKS, INC.

Signature: \_\_\_\_\_

Print Name: Shailesh Shukla

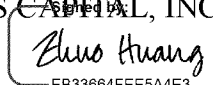
Title: Chief Executive Officer

Address:

Attention: Darin Mcareavey  
1850 Gateway Drive, Ste. 500  
San Mateo, CA, 94404  
email: darin.mcareavey@aryaka.com

AGENT:

HERCULES CAPITAL, INC.

Signature:  \_\_\_\_\_  
EB33664FEE5A4E3...

Print Name: Zhuo Huang

Title: Associate General Counsel

Address:

Legal Department  
1 North B Street, Suite 2000  
San Mateo, CA 94401  
Attention: Chief Legal Officer, Greg Peterson and  
Cindy Kuo  
email: legal@htgc.com;  
gpeterson@htgc.com; ckuo@htgc.com

*[Signature Page to Amended and Restated Intellectual Property Security Agreement]*

EXHIBIT A

Copyrights

Description

Registration  
Number

Registration Date

None.

EXHIBIT B

Patents

	<b>Title of Invention</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>App/ Patent Date</b>
1	Method, device and system for improving performance of point anomaly based data pattern change detection associated with network entity features in a cloud-based application acceleration as a service environment	12095639	18088806	9/17/2024
2	Method, device and system for enhancing predictive classification of anomalous events in a cloud-based application acceleration as a service environment	12088473	18104310	9/10/2024
3	Correlation score based commonness indication associated with a point anomaly pertinent to data pattern changes in a cloud-based application acceleration as a service environment	11916765	17348746	2/27/2024
4	Efficient detection and prediction of data pattern changes in a cloud-based application acceleration as a service environment	11070440	16660813	7/20/2021
5	Application acceleration as a service system and method	9832170	14862172	11/28/2017
6	Incremental computation of billing percentile values in a cloud based application acceleration as a service environment	9224163	14726651	12/29/2015
7	Application acceleration as a service system and method	9191369	14529132	11/17/2015
8	Data compression through redundancy removal in an application acceleration environment	8959155	13220988	2/17/2015
9	Application acceleration as a service system and method	8903918	13919018	12/2/2014
10	Routing and service performance management in an application acceleration environment	8825829	13763740	9/2/2014
11	Heterogeneous service provider model through pay-for-performance based transit settlements	8719447	12773031	5/6/2014
12	Application acceleration as a service system and method	8489685	12550409	7/16/2013
13	Routing and service performance management in an application acceleration environment	8396954	12822366	3/12/2013
14	METHOD AND SYSTEM FOR DEFINING LOGICAL CHANNELS AND CHANNEL POLICIES IN AN APPLICATION ACCELERATION ENVIRONMENT	9602389	14948253	3/21/2017



15	DATA BANDWIDTH OVERHEAD REDUCTION IN A PROTOCOL BASED COMMUNICATION OVER A WIDE AREA NETWORK (WAN)	9876612	15424902	1/23/2018
16	METHOD, DEVICE AND SYSTEM FOR ENHANCING PREDICTIVE CLASSIFICATION OF ANOMALOUS EVENTS IN A CLOUD-BASED APPLICATION ACCELERATION AS A SERVICE ENVIRONMENT	12088473	18104310	9/10/2024
17	METHOD, DEVICE AND SYSTEM FOR IMPROVING PERFORMANCE OF POINT ANOMALY BASED DATA PATTERN CHANGE DETECTION ASSOCIATED WITH NETWORK ENTITY FEATURES IN A CLOUD-BASED APPLICATION ACCELERATION AS A SERVICE ENVIRONMENT	12095639	18088806	9/17/2024
18	CORRELATION SCORE BASED COMMONNESS INDICATION ASSOCIATED WITH A POINT ANOMALY PERTINENT TO DATA PATTERN CHANGES IN A CLOUD-BASED APPLICATION ACCELERATION AS A SERVICE ENVIRONMENT	None	18414493	1/17/2024
19	EFFICIENT DETECTION AND PREDICTION OF DATA PATTERN CHANGES IN A CLOUD-BASED APPLICATION ACCELERATION AS A SERVICE ENVIRONMENT	None	18416898	1/19/2024

EXHIBIT C

Trademarks

	Word/Mark	US Serial No.	US Reg. No.	App/Reg Date
1	ARYAKA SMARTSECURE PRIVATE ACCESS	90271386	6896034	11/8/2022
2	ARYAKA SMARTCLOUD	88824077	6351557	5/18/2021
3	ARYAKA SMARTOPTIMIZE	88823963	6383582	6/15/2021
4	ONEPASS	98403695	-	2/13/2024
5	ARYAKA SMARTSECURE	88823919	6383581	6/15/2021
6	ARYAKA SMARTCONNECT	88824044	6383585	6/15/2021
7	ARYAKA	77969065	3933692	3/22/2011
8		97269155	7538094	10/15/2024
9	ARYAKA FLEXCORE	97133887	7305562	2/13/2024
10		97263841	7305807	2/13/2024
11	ARYAKA SMARTCDN	88824642	6383587	6/15/2021
12	ARYAKA LINKASSURE	88824730	6292288	3/16/2021
13	ARYAKA HYBRIDWAN	88824814	6286156	3/9/2021
14	MYARYAKA	77969066	3870083	11/2/2010
15	ARYAKA ONEPASS	98403653	-	2/13/2024
16	ARYAKA AI>	98696453	-	8/13/2024
17	ARYAKA SMARTINSIGHTS	88823975	6383583	6/15/2021
18	ARYAKA SMART SERVICES	88824682	6383588	6/15/2021
19	ARYAKA SMARTMANAGE	88824900	6304166	3/30/2021
20	ARYAKA LAST MILE SERVICES	88840504	-	3/19/2020