

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348014

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NetScout Systems, Inc.		07/14/2015	CORPORATION: DELAWARE
Simena, LLC		07/14/2015	LIMITED LIABILITY COMPANY: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	270 Park Ave, 43rd		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86533163	GUARDIANS OF THE CONNECTED WORLD	
<b>Registration Number:</b>	1764154	NETSCOUT	
<b>Registration Number:</b>	0065017		
<b>Registration Number:</b>	2636255	NGENIUS	
<b>Registration Number:</b>	4633137	NGENIUSONE	
<b>Registration Number:</b>	1645824	SNIFFER	
<b>Serial Number:</b>	86393307	TESTSTREAM	
<b>Registration Number:</b>	3943387	SIMENA	
<b>Serial Number:</b>	86611535		
<b>Registration Number:</b>	2882524	INFINISTREAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>			
<b>Phone:</b>	2127353000		
<b>Email:</b>	sara.mooney@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		

CH \$265.00 86533163

**Address Line 2:** Rebecca Rodal  
**Address Line 4:** New York, NEW YORK 10036

**ATTORNEY DOCKET NUMBER:** 184990/1

**NAME OF SUBMITTER:** Rebecca Rodal

**SIGNATURE:** /rebecca rodal/

**DATE SIGNED:** 07/14/2015

**Total Attachments: 5**

source=NETSCOUT - Trademark Security Agreement (Executed)#page1.tif  
source=NETSCOUT - Trademark Security Agreement (Executed)#page2.tif  
source=NETSCOUT - Trademark Security Agreement (Executed)#page3.tif  
source=NETSCOUT - Trademark Security Agreement (Executed)#page4.tif  
source=NETSCOUT - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of July 14, 2015 (this "Agreement"), among NetScout Systems, Inc. (the "Borrower") and the other Subsidiary Loan Parties which are signatories hereto (each, a "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of July 14, 2015, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of July 14, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors party hereto (other than the Borrower) are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof and all common law rights related thereto, including those listed on Schedule I; and

(b) all goodwill associated therewith or symbolized thereby.

Notwithstanding anything to the contrary contained in clauses (a) or (b) above, the security interest created by this Agreement shall not extend to any "intent to use" trademark application for which a statement of use has not been filed with the United States Patent and Trademark Office, but only to the extent that the grant of the Security Interest would invalidate such trademark application.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

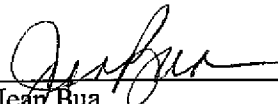
SECTION 6. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

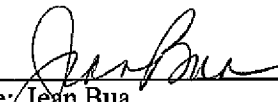
NETSCOUT SYSTEMS, INC.,

By

  
Name: Jean Bua  
Title: Senior Vice President and  
Chief Financial Officer

SIMENA, LLC,

by

  
Name: Jean Bua  
Title: Treasurer and Secretary

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by 

---

Name: Justin Kelley  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005576 FRAME: 0533**

SCHEDULE I

United States Trademark Registrations and Applications

Trademark	Application Number / Application Date	Registration Number / Registration Date	Owner	Status
GUARDIANS OF THE CONNECTED WORLD	86533163 (12-Feb-2015)		NetScout Systems, Inc.	Pending
INFINISTREAM	76/450,790 (18-Sept-2002)	2,882,524 (7-Sep-2004)	NetScout Systems, Inc.	Registered
NETSCOUT	74220917 (8-Nov-1991)	1,764,154 (13-Apr-1993)	NetScout Systems, Inc.	Registered
NetScout Systems, Inc. (US State – MA)		65,017 (4-Nov-2004)	NetScout Systems, Inc.	Registered
NGENIUS	75/931551 (29-Feb-2000)	2,636,255 (15-Oct-2002)	NetScout Systems, Inc.	
nGENIUSONE	85,865,577 (4-Mar-2013)	4,633,137 (4-Nov-2014)	NetScout Systems, Inc.	Registered
SNIFFER	73/803,458 (30-May-1989)	1,645,824 (28-May-1991)	NetScout Systems, Inc.	Registered
TESTSTREAM	86/393,307 (12-Sep-2014)		NetScout Systems, Inc.	Pending
SIMENA	85055783 (07-June-2010)	3943387 (12-Apr—2011)	Simena, LLC	Registered
Design Only	86611535 (27-Apr-2015)		NetScout Systems, Inc.	Pending
SIMENA and Design (US State – Virginia)	64300878	VA 2888 (04-Nov-2002)	Simena, LLC	Registered

[[3544067]]