

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351562

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NetScout Systems, Inc.		07/14/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Ave, 43rd		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Association: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2748459	AIRMAGNET	
Registration Number:	2748521	AIRMAGNET	
Registration Number:	3835771	AIRMEDIC	
Registration Number:	2757320	AIRWISE	
Registration Number:	2946755	CLEARLIGHT NETWORKS	
Registration Number:	3999635		
Registration Number:	3086379	ETHERSCOPE	
Registration Number:	4736080	FLUKE NETWORKS LINKSPRINTER	
Registration Number:	1908247	LANMETER	
Registration Number:	3893804	NETALLY	
Registration Number:	2354650	NETALLY	
Registration Number:	3390837	OPTIVIEW	
Registration Number:	2936742	VISUAL IP INSIGHT	
Serial Number:	85537027	VISUAL NETWORK SYSTEMS	
Registration Number:	3928353	VISUAL NETWORKS	
Registration Number:	2009418	VISUAL UPTIME	
Registration Number:	2825689	ARBOR NETWORKS	
Registration Number:	2671357	ARBOS	
Registration Number:	3370076	ATLAS	

CH \$865.00 2748459

Property Type	Number	Word Mark
Registration Number:	2800859	PEAKFLOW
Registration Number:	4210792	PRAVAIL
Registration Number:	2591901	POWER PROBE
Registration Number:	3072184	CAPTUREVU
Registration Number:	2096743	GEOPROBE
Registration Number:	3690136	ZOEY
Registration Number:	3829802	DISTRIBUTED TRAFFIC CAPTURE SYSTEM
Registration Number:	3866479	VASSURE
Registration Number:	4398734	VBROKER
Registration Number:	4612161	VINSPECTOR
Registration Number:	4609151	VSLICE
Registration Number:	3688234	VSS MONITORING
Registration Number:	3904252	VSS MONITORING
Registration Number:	3780654	VSTACK+
Registration Number:	4009662	ARBOR NETWORKS

CORRESPONDENCE DATA

Fax Number: 2127352000
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: 2127353000
Email: sara.mooney@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
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:	08/14/2015

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT dated as of August 13, 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.

AIRMAGNET, INC.,


by



Name: Jean Bua
Title: Chief Financial Officer and
Treasurer

ARBOR NETWORKS, INC.,

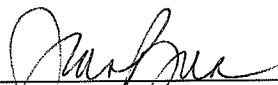
by



Name: Jean Bua
Title: Chief Financial Officer and
Treasurer

TEKTRONIX TEXAS, LLC,


by



Name: Jean Bua
Title: Chief Financial Officer and
Treasurer

VSS MONITORING, INC.,

by



Name: Jean Bua
Title: Chief Financial Officer and
Treasurer

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

by 

Name: Justin Kelley
Title: Vice President

SCHEDULE I

United States Trademark Registrations and Applications

Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Record Owner	Status
AIRMAGNET	76/367,788 (05-Feb-2002)	2,748,459 (05-Aug-2003)	AirMagnet, Inc.	Registered
AIRMAGNET and Design	76/391,415 (03-Dec-2002)	2,748,521 (05-Aug-2003)	AirMagnet, Inc.	Registered
AIRMEDIC	77/606,987 (04-Nov-2008)	3,835,771 (17-Aug-2010)	AirMagnet, Inc.	Registered
AIRWISE	76/399,843 (23-Apr-2002)	2,757,320 (26-Aug-2003)	AirMagnet, Inc.	Registered
CLEARLIGHT NETWORKS	78/284,153 (06-Aug-2003)	2,946,755 (03-May-2005)	AirMagnet, Inc.	Registered
Design Only	85/085,964 (15-Jul-2010)	3,999,635 (19-Jul-2011)	AirMagnet, Inc.	Registered
ETHERSCOPE	78/410,854 (29-Apr-2004)	3,086,379 (25-Apr-2006)	AirMagnet, Inc.	Registered
FLUKE NETWORKS LINKSPRINTER	86/095,270 (18-Oct-2013)	4,736,080 (12-May-2015)	AirMagnet, Inc.	Registered
LANMETER	74/494,858 (09-May-1995)	1,908,247 (01-Aug-1995)	AirMagnet, Inc.	Registered
NETALLY	85/032,808 (07-May-2010)	3,893,804 (21-Dec-2010)	AirMagnet, Inc.	Registered
NETALLY	75/550,802 (10-Sep-1998)	2,354,650 (06-Jun-2000)	AirMagnet, Inc.	Registered
OPTIVIEW	77/067,446 (19-Dec-2006)	3,390,837 (04-Mar-2008)	AirMagnet, Inc.	Registered
VISUAL IP INSIGHT	76/976,989 (02-Oct-2000)	2,936,742 (29-Mar-2005)	AirMagnet, Inc.	Registered
VISUAL NETWORK SYSTEMS	85/537,027 (08-Feb-2012)		AirMagnet, Inc.	Pending
VISUAL NETWORKS	85/081,809 (09-Jul-2010)	3,928,353 (08-Mar-2011)	AirMagnet, Inc.	Registered
VISUAL UPTIME	74/603,255 (09-Nov-1994)	2,009,418 (22-Oct-1996)	AirMagnet, Inc.	Registered
ARBOR NETWORKS	85/233,017 (03-Feb-2011)	4,009,662 (09-Aug-2011)	Arbor Networks, Inc.	Registered
ARBOR NETWORKS and Design	76/268,494 (07-Jun-2001)	2,825,689 (23-Mar-2004)	Arbor Networks, Inc.	Registered
ARBOS	76/271,669 (14-Jun-2001)	2,671,357 (07-Jan-2003)	Arbor Networks, Inc.	Registered
ATLAS	77/097,585 (02-Feb-2007)	3,370,076 (15-Jan-2008)	Arbor Networks, Inc.	Registered

Trademark	App. No./ App. Date	Reg. No./ Reg. Date	Record Owner	Status
PEAKFLOW	76/274,336 (20-Jun-2001)	2,800,859 (30-Dec-2003)	Arbor Networks, Inc.	Registered
PRAVAIL	85/214,605 (11-Jan-2011)	4,210,792 (18-Sep-2012)	Arbor Networks, Inc.	Registered
POWER PROBE	75/501,896 (15-Jun-1998)	2,591,901 (09-Jul-2002)	Tektronix Texas, LLC	Registered
CAPTUREVU	78/529,008 (08-Dec-2004)	3,072,184 (21-Mar-2006)	Tektronix Texas, LLC	Registered
GEOPROBE	75/069,240 (08-Mar-1996)	2,096,743 (16-Sep-1997)	Tektronix Texas, LLC	Registered
ZOEY	77/430,995 (25-Mar-2008)	3,690,136 (29-Sep-2009)	Tektronix Texas, LLC	Registered
DISTRIBUTED TRAFFIC CAPTURE SYSTEM	77/825,213 (11-Sep-2009)	3,829,802 (03-Aug-2010)	VSS Monitoring, Inc.	Registered
VASSURE	77/825,248 (11-Sep-2009)	3,866,479 (26-Oct-2010)	VSS Monitoring, Inc.	Registered
VBROKER	85/687,111 (26-Jul-2012)	4,398,734 (10-Sep-2013)	VSS Monitoring, Inc.	Registered
VINSPECTOR	85/949,595 (03-Jun-2013)	4,612,161 (30-Sep-2014)	VSS Monitoring, Inc.	Registered
VSLICE	86/188,220 (07-Feb-2014)	4,609,151 (23-Sep-2014)	VSS Monitoring, Inc.	Registered
VSS MONITORING and Design	77/540,356 (06-Aug-2008)	3,688,234 (29-Sep-2009)	VSS Monitoring, Inc.	Registered
VSS MONITORING and Design	85/051,759 (01-Jun-2010)	3,904,252 (11-Jan-2011)	VSS Monitoring, Inc.	Registered
VSTACK+	77/819,220 (03-Sep-2009)	3,780,654 (27-Apr-2010)	VSS Monitoring, Inc.	Registered