

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456905

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RadiSys Corporation		01/03/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Marquette Business Credit, LLC		
Street Address:	333 South Grand Ave., Suite 2200		
Internal Address:	Attn: Portfolio Manager		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1543346	EPC	
Registration Number:	1622221	RADISYS	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	13EB-267578		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	01/04/2018		
Total Attachments: 18			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of January 3, 2018, by and between RADISYS CORPORATION, an Oregon corporation ("Grantor"), and MARQUETTE BUSINESS CREDIT, LLC, a Delaware limited liability company ("Secured Party"), with reference to the following facts:

RECITALS

A. Grantor and Secured Party are parties to that certain Loan and Security Agreement, of even date herewith (as it has been or may be renewed, extended, amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Secured Party has provided certain credit facilities to Grantor. Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. In order to induce Secured Party to provide such financing to Grantor, in addition to the other Loan Documents, Grantor is willing to enter into this Agreement with Secured Party to secure the Obligations.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of the Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following (all of which shall collectively be called the "Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those 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 which 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 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 service mark 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) Any and all claims for damages by way of past, present and future infringement 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;

(g) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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;

provided, however, that "Collateral" shall not include any of the Excluded Property (as defined in the Loan Agreement).

2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:

(a) Grantor is now the sole owner of the Collateral, except as indicated on Exhibit B and except for licenses granted by Grantor in the ordinary course of business;

(b) Performance of this Agreement does not conflict with or result in a breach of any material agreement to which Grantor is party or by which Grantor is bound;

(c) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except as set forth in this Agreement and as otherwise may be permitted under the Loan Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

(e) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, if any, and the status of any outstanding applications or registrations. Grantor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Grantor in or to any Trademark, Patent or Copyright not specified in this Agreement;

(f) Grantor shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public, except as set forth in this Agreement and as otherwise may be permitted under the Loan Agreement;

(g) Grantor shall register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as the case may be, those registerable intellectual property rights now owned or hereafter developed or

acquired by Grantor to the extent that Grantor, in its reasonable business judgment, deems it appropriate to so protect such intellectual property rights;

(h) Grantor shall promptly give Secured Party written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Secured Party not less than 10 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Secured Party may reasonably request for Secured Party to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Secured Party, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Secured Party with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Secured Party to be filed for Secured Party to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing; and

(i) This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Grantor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest (subject to Permitted Liens) in the Collateral in the United States securing the payment and performance of the Obligations.

3. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Grantor's sole expense, any actions that Grantor is required under this Agreement to take but which Grantor fails to take, after fifteen (15) days' notice to Grantor. Grantor shall reimburse and indemnify Secured Party for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 3.

4. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) after the occurrence and during the continuance of an Event of Default, to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more

financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

5. Remedies. Upon the occurrence and continuance of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Collateral and any tangible property in which Secured Party has a security interest and to make it available to Secured Party at a place designated by Secured Party. Secured Party shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Secured Party to exercise its rights and remedies upon the occurrence and during the continuance of an Event of Default. Grantor will pay any expenses (including reasonable attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

6. Indemnity. Grantor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Grantor, whether under this Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

7. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

8. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

9. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

11. Governing Law; Venue.

(a) THIS AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS AGREEMENT AND OF ANY PROVISION OF THIS AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA NOT INCLUDING CONFLICTS OF LAWS RULES.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES OF AMERICA FOR THE CENTRAL DISTRICT OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT,

EACH OF GRANTOR AND SECURED PARTY CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF GRANTOR AND SECURED PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, SECURED PARTY SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION SECURED PARTY DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE COLLATERAL.

12. Payment and Performance. All required payments on the Obligations shall be made to Secured Party at Lender's Office.

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

GRANTOR:

RADISYS CORPORATION,
an Oregon corporation

By: 

Name: Jonathan Wilson

Title: Chief Financial Officer, Vice President of
Finance and Corporate Secretary

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, LLC,
a Delaware limited liability company

By: _____

Name: Xavier Gannon

Title: Senior Vice President

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

GRANTOR:

RADISYS CORPORATION,
an Oregon corporation

By: _____
Name: Jonathan Wilson
Title: Chief Financial Officer, Vice President of
Finance and Corporate Secretary

SECURED PARTY:

MARQUETTE BUSINESS CREDIT, LLC,
a Delaware limited liability company


By: 
Name: Xavier Gannon
Title: Senior Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Active U.S. Registrations:

Country	Application No.	Filing Date	Patent No	Issue Date	Title	Status	Registrant
United States of America	6	May 24, 2002	7,024,492	Apr 4, 2006	MEDIA BUS INTERFACE ARBITRATION FOR A DATA SERVER	Issued	RadiSys Corporation
United States of America	5	May 24, 2002	7,467,179	Dec 16, 2008	BACKPLANE ARCHITECTURE FOR A DATA SERVER	Issued	RadiSys Corporation
United States of America	0	May 24, 2002	7,124,163	Oct 17, 2006	DATA SERVER	Issued	RadiSys Corporation
United States of America	3	Aug 10, 2000	6,738,356	May 18, 2004	OBJECT ORIENTED VIDEO MERGING SYSTEM	Issued	RadiSys Corporation
United States of America	0	Sep 25, 2008	8,081,191	Dec 20, 2011	MULTIMEDIA PROCESSING IN PARALLEL MULTI-CORE COMPUTATION	Issued	RadiSys Corporation

					ARCHITECTURES		
United States of America	12/023,724	Jan 31, 2008	8,446,846	May 21, 2013	METHOD OF PASSING SIGNAL EVENTS THROUGH A VOICE OVER IP AUDIO MIXER DEVICE	Issued	RadSys Corporation
United States of America	11/961,645	Dec 20, 2007	8,599,747	Dec 3, 2013	LAWFUL INTERCEPTION OF REAL TIME PACKET DATA	Issued	RadSys Corporation
United States of America	09/404,310	Sep 24, 1999	6,442,758	Aug 27, 2002	MULTIMEDIA CONFERENCEING SYSTEM HAVING A CENTRAL PROCESSING RadSys Corporation Hub FOR PROCESSING VIDEO AND AUDIO DATA FOR REMOTE USERS	Issued	RadSys Corporation
United States of America	12/541,738	Aug 14, 2009	8,477,661	Jul 2, 2013	DISTRIBUTED MEDIA MIXING AND CONFERENCEING	Issued	RadSys Corporation

					SYSTEM USING A READ BUFFER		
United States of America	08/044,303	Apr 7, 1993	5,621,887	Apr 15, 1997	FAULT TOLERANT DISK MANAGEMENT SYSTEM	Issued	RadSys Corporation
United States of America	08/674,660	Jul 2, 1995	5,787,243	Jul 28, 1998	MAIN MEMORY SYSTEM AND CHECKPOINTING PROTOCOL FOR FAULT-TOLERANT COMPUTER SYSTEM	Issued	RadSys Corporation
United States of America	08/564,021	Nov 29, 1995	5,864,657	Jan 26, 1999	MAIN MEMORY SYSTEM AND CHECKPOINTING PROTOCOL FOR FAULT-TOLERANT COMPUTER SYSTEM	Issued	RadSys Corporation
United States of America	08/564,023	Nov 29, 1995	5,737,514	Apr 7, 1998	REMOTE CHECKPOINT MEMORY SYSTEM AND PROTOCOL FOR A FAULT-TOLERANT COMPUTER	Issued	RadSys Corporation

					SYSTEM		
United States of America	08/564,665	Nov 29, 1995	5,751,939	May 12, 1998	BUFFERLESS CHECKPOINTING SYSTEM AND PROTOCOL FOR FAULT-TOLERANT COMPUTER SYSTEM	Issued	RadisSys Corporation
United States of America	09/056,435	Apr 7, 1998	6,141,723	Oct 31, 2000	VIRTUAL MACHINE SYSTEM FOR ACCESSING EXTERNAL SUBPROGRAM FUNCTIONS	Issued	RadisSys Corporation
United States of America	08/708,801	Sep 9, 1996	6,058,430	May 2, 2000	VERTICAL BLANKING INTERVAL ENCODING OF INTERNET ADDRESSES FOR INTEGRATED TELEVISION/INTERNET DEVICES	Issued	RadisSys Corporation
United States of America	09/474,721	Dec 29, 1999	6,349,033	Feb 19, 2002	METHOD AND APPARATUS FOR HEAT DISPERSION	Issued	RadisSys Corporation

					FROM THE BOTTOM SIDE OF INTEGRATED CIRCUIT PACKAGES ON PRINTED CIRCUIT BOARDS		
United States of America	08/927,452	Sep 11, 1997	5,971,506	Oct 26, 1999	SYSTEM FOR RACK MOUNTING A DESK-TOP COMPUTER	Issued	RadiSys Corporation
United States of America	08/729,585	Oct 11, 1996	5,816,859	Oct 6, 1998	SEPARABLE WIRE TERMINUS CONNECTOR MOUNTING ASSEMBLY SYSTEM FOR USE WITH COMPUTERS	Issued	RadiSys Corporation
United States of America	11/005,910	Dec 6, 2004	7,652,891	Jan 26, 2010	AIRFLOW CONTROL SYSTEM	Issued	RadiSys Corporation
United States of America	12/686,255	Jan 12, 2010	7,864,541	Jan 4, 2011	AIRFLOW CONTROL SYSTEM	Issued	RadiSys Corporation

United States of America	11/092,358	Mar 29, 2005	7,248,479	Jul 24, 2007	THERMAL MANAGEMENT FOR HOT-SWAPPABLE MODEL	Issued	RadiSys Corporation
United States of America	11/202,269	Aug 10, 2005	7,283,921	Oct 16, 2007	MODELING MODULE	Issued	RadiSys Corporation
United States of America	10/883,494	Jun 30, 2004	7,209,351	Apr 24, 2007	TELECOM EQUIPMENT CHASSIS USING MODULAR AIR COOLING SYSTEM	Issued	RadiSys Corporation
United States of America	11/053,727	Feb 8, 2005	7,316,606	Jan 8, 2008	AUXILIARY AIRFLOW SYSTEM	Issued	RadiSys Corporation
United States of America	11/087,256	Mar 23, 2005	7,215,552	May 8, 2007	AIRFLOW REDISTRIBUTION DEVICE	Issued	RadiSys Corporation
United States of America	11/024,625	Dec 29, 2004	7,209,364	Apr 24, 2007	CIRCUIT BOARD LATCH SYSTEM	Issued	RadiSys Corporation
United States of America	10/875,968	Jun 24, 2004	7,259,961	Aug 21, 2007	RECONFIGURABLE AIRFLOW DIRECTOR FOR MODULAR BLADE CHASSIS	Issued	RadiSys Corporation

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Exhibit B

[IP Security Agreement]


United States of America	13/369,070	Feb 8, 2012	8,553,552	Oct 8, 2013	STATELESS LOAD BALANCER IN A MULTI-NODE SYSTEM FOR TRANSPARENT PROCESSING WITH PACKET PRESERVATION	Issued	RadisSys Corporation
United States of America	14/015,683	Aug 30, 2013	8,848,536	Sep 30, 2014	STATELESS LOAD BALANCER IN A MULTI-NODE SYSTEM FOR TRANSPARENT PROCESSING WITH PACKET PRESERVATION	Issued	RadisSys Corporation
United States of America	13/369,073	Feb 8, 2012	8,711,681	Apr 29, 2014	SWITCH REDUNDANCY IN SYSTEMS WITH DUAL-STAR BACKPLANES	Issued	RadisSys Corporation
United States of America	12/691,524	Jan 21, 2010	8,385,199	Feb 26, 2013	ADAPTIVE TRAFFIC SHAPING FOR WIRELESS COMMUNICATION SYSTEMS	Issued	RadisSys Corporation

United States of America	13/662,981	Oct 29, 2012	9,170,615	Oct 27, 2015	COMPACT NETWORK SERVER OR APPLIANCE	Issued	RadSys Corporation
United States of America	13/461,607	May 1, 2012	8,660,528	Feb 25, 2014	ADAPTIVE COVERAGE AREA BY BEACON BREATHING	Issued	RadSys Corporation
United States of America	15/442,502	Feb 24, 2017			RACK HAVING UNIFORM BAYS AND AN OPTICAL INTERCONNECT SYSTEM FOR SHELF-LEVEL, MODULAR DEPLOYMENT OF SLEDS ENCLOSED INFORMATION TECHNOLOGY EQUIPMENT	Published	RadSys Corporation
United States of America	13216628	Aug 24, 2011	8226340	Jul 24, 2012	FRAMEWORK FOR ACCESS CONTROL WITHOUT BARRING LOCATION AREA CODE	Registered	RadSys Corporation

EXHIBIT C

Trademarks

Active U.S. Registrations:

MARK	SERIAL NO.	REG. NO.	FILING DATE	REG. DATE	Registrant	Country
EPC	73/736,691	1543346	06/27/1988	06/13/1989	RADISYS CORPORATION	United States of America
RADISYS	74/014,772	1622221	12/28/1989	11/13/1990	RADISYS CORPORATION	United States of America
TAPA	75/457,795	2275729	03/27/1998	09/07/1999	RADISYS INTERNATIONAL LLC	United States of America
TOTALNODEB	85/504,394	4369418	12/27/2011	07/16/2013	RADISYS INTERNATIONAL LLC	United States of America
TRILLIUM	75/024,695	2075091	11/28/1995	07/01/1997	RADISYS INTERNATIONAL LLC	United States of America
TRILLIUM	75/024,697	2020706	11/28/1995	12/03/1996	RADISYS INTERNATIONAL LLC	United States of America
TRILLIUM AND DESIGN  TRILLIUM	75/537,652	2315838	08/17/1998	02/08/2000	RADISYS INTERNATIONAL LLC	United States of America