

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLUMBIA PARTNERS, L.L.C., INVESTMENT MANAGEMENT		11/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RCP ADVISORS 2, LLC		
Street Address:	5425 WISCONSIN AVE.		
Internal Address:	SUITE 303		
City:	CHEVY CHASE		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4404544	S	
Registration Number:	4404365	RESONATE	
Registration Number:	4279448	RESONATE	
Registration Number:	3760240	RESONATE NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	038837.000006		
NAME OF SUBMITTER:	Christopher C Close, Jr.		
SIGNATURE:	/Christopher C. Close Jr./		

CH \$115.00 4404544

DATE SIGNED:	12/05/2018
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Total Attachments: 8

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SUCCESSOR INVESTMENT MANAGER AGREEMENT

This SUCCESSOR INVESTMENT MANAGER AGREEMENT (this "Agreement") is dated as of November 30, 2018, by and among RCP ADVISORS 2, LLC ("RCP 2"), in its capacity as Successor Investment Manager (as defined below), COLUMBIA PARTNERS, L.L.C., INVESTMENT MANAGEMENT ("CPIM"), in its capacity as Investment Manager (as defined in the Credit Agreement described below) (in such capacity, the "Existing Investment Manager"), RESONATE NETWORKS, INC., a Delaware corporation ("Borrower"), and Lender (as defined in the Credit Agreement described below) party hereto.

WHEREAS, Borrower, NATIONAL ELECTRICAL BENEFIT FUND ("Lender"), and the Existing Investment Manager, entered into that certain Credit Agreement dated as of June 30, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; and together with the other Loan Documents (as defined in the Credit Agreement), collectively, the "Loan Documents"). Capitalized terms used but not defined herein shall have the meanings attributed to such terms in the Credit Agreement;

WHEREAS, pursuant to Section 9.3 of the Credit Agreement, the Existing Investment Manager has the right to resign and Lender has the right to appoint a successor Investment Manager;

WHEREAS, pursuant to Section 9.3 of the Credit Agreement, CPIM desires to resign as Investment Manager and Lender desires to appoint RCP 2 to act as the successor Investment Manager (in such capacity, the "Successor Investment Manager") under the Credit Agreement and the other Loan Documents;

WHEREAS, Borrower approves and consents to the appointment of RCP 2 as the successor Investment Manager, and waives the requirement of prior notice, under the Credit Agreement and the other Loan Documents; and

WHEREAS, Lender is willing to accept such appointment as Investment Manager under

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. *Resignation and Appointment of Investment Manager.* Pursuant to the Loan Documents (including, without limitation, Section 9.03 of the Credit Agreement), (a) the Existing Investment Manager's resignation as the Investment Manager is hereby effective and Borrower and Lender hereby accepts the resignation of CPIM as Investment Manager under the Loan Documents, and CPIM shall have no further obligations under the Loan Documents in its capacity as Investment Manager (other than the obligations set forth in this Agreement), and (b) Lender hereby appoints RCP 2 to act as the successor Investment Manager under the Loan Documents and Borrower hereby consents to such appointment, in each case, effective as of the Effective Date (as defined below). As of the Effective Date, RCP 2 hereby accepts the appointment to act as the successor Investment Manager under the Credit Agreement and the other Loan Documents. Lender and Borrower waive any notice requirements and any

inconsistency or conflict with the provisions in Section 9.3 of the Credit Agreement with respect to the resignation of CPIM as Investment Manager and the appointment of RCP 2 as the successor Investment Manager. Each of the parties hereto agrees to execute all documents necessary to evidence and give effect to the appointment of RCP 2 as the successor Investment Manager.

2. *Rights, Duties and Obligations.* As of the Effective Date, the Successor Investment Manager is hereby vested with all the rights, powers, discretion and privileges of the Investment Manager, as described in the Loan Documents, and the Successor Investment Manager assumes from and after the Effective Date the obligations, responsibilities and duties of the Investment Manager, in accordance with the terms of the Loan Documents, and, except as set forth in this Agreement, the Existing Investment Manager is discharged from all of its duties and obligations as the Investment Manager under the Loan Documents. Nothing in this Agreement shall be deemed a termination of the provisions of any Loan Document that survive the Existing Investment Manager's resignation pertaining to CPIM in its capacity as Investment Manager, including without limitation any right to indemnification. Borrower and Lender expressly agree and acknowledge that the Successor Investment Manager is not assuming any liability (i) under or related to the Loan Documents prior to the Effective Date, (ii) for any actions taken or omitted to be taken by CPIM in its capacity as the Existing Investment Manager or otherwise under this Agreement, the Credit Agreement and the other Loan Documents or the transactions contemplated thereby, and (iii) for any and all claims under or related to the Loan Documents that may have arisen or accrued prior to the Effective Date. Each of Borrower and Lender, with respect to their applicable indemnification obligations under the Loan Documents, expressly agrees and confirms that the Successor Investment Manager's right to indemnification, as set forth in the Loan Documents, shall apply with respect to any and all losses, claims, costs and expenses that the Successor Investment Manager suffers or incurs relating to actions taken or omitted by any of the parties to this Agreement prior to the Effective Date.

3. *Information Regarding Status of Loan Documents.*

(a) Current Lenders and Loan Status. The Existing Investment Manager will the Existing Investment Manager, as such register appears in the Existing Investment Manager's books and records as of close of business on **November __, 2018**, including but not limited to (i) a list of the principal amounts (and stated interest) of the Loans owing to Lender, and (ii) any other fees, charges and expenses due and payable to the Existing Investment Manager or Lender.

(b) Defaults, Waivers and Reservation of Rights. Other than as expressly set forth herein, this Agreement is made without representation or warranty of any kind, nature or description on the part of any party hereto; provided that the foregoing shall not affect any of the covenants or agreements contained in the other sections hereof. Without limiting the generality of the foregoing, the Successor Investment Manager acknowledges that the Existing Investment Manager has not made any representation or warranty to the Successor Investment Manager as to the financial condition of Borrower or the value, collectability or realization of any Obligations of Borrower or Guarantor. The Successor Investment Manager acknowledges that it has made, to the extent determined by it to be necessary or prudent, its own independent investigation and

determination of the foregoing matters and all other matters pertaining to its appointment as Investment Manager under the Loan Documents.

4. *Effectiveness.* This Agreement shall become effective, as of the date hereof (the "Effective Date"), upon receipt by the Existing Investment Manager and the Successor Investment Manager of executed counterparts of this Agreement from the Existing Investment Manager, the Successor Investment Manager, Lender, Borrower and Guarantor.

5. *Covenants of Existing Investment Manager.* The Existing Investment Manager covenants and agrees that it will: (a) use commercially reasonable efforts to deliver, or cause to be delivered, promptly to the Successor Investment Manager, copies of any written notices, financial statements and other written requests delivered by the Borrower, in accordance with the notice provisions in Section 10.3 and any reporting requirements set forth in the Credit Agreement (including as set forth in Section 6.01 thereof), to the Existing Investment Manager and received by the Existing Investment Manager, in each case, to the extent such notices, statements or requests have not already been delivered to Lender, (b) shall, until it is able to transfer the same to the Successor Investment Manager, hold any Collateral in its possession or control as agent and bailee for the Successor Investment Manager for purposes of perfecting the Successor Investment Manager's security interest therein, (c) shall, until amendments to existing control agreements or replacement control agreements shall be executed and delivered by the Successor Investment Manager, the applicable depository bank, securities intermediary, Borrower, and/or Guarantor granting the Successor Investment Manager with direct control over the applicable accounts, act as agent and bailee for the Successor Investment Manager for purposes of perfecting the Successor Investment Manager's security interest therein, and (d) take all other actions reasonably requested by the Successor Investment Manager or its representatives to facilitate the transfer of information to the Successor Investment Manager in connection with the Loan Documents. Borrower hereby consents to all actions taken by the Existing Investment Manager and the Successor Investment Manager pursuant to the immediately preceding sentence, provided that it is acknowledged by the Successor Investment Manager, for the avoidance of doubt, that the confidentiality provisions of the Loan Documents, including, without limitation Section 10.12 of the Credit Agreement, shall apply to all Successor Investment Manager subject to such provisions regardless of whether such information was delivered on, before or after the Effective Date. It is the intention and understanding of the Existing Investment Manager and the Successor Investment Manager that any exchange of information under this Section 5 that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information") (i) will not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) will not diminish the confidentiality of the Privileged Information, and (iii) will not be asserted as a waiver of any such privilege, doctrine or rule by the Existing Investment Manager or the Successor Investment Manager.

6. *Fees and Expenses.* Commencing on the Effective Date, the Existing Investment Manager shall cease to be entitled to receive the agent fees required by Sections 1.5 and/or 1.6 of the Credit Agreement and/or as may have been separately agreed between Borrower and the Existing Investment Manager.

7. *Entire Agreement.* This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the subject matter hereof and may not be amended except in writing signed by a duly authorized representative of each of the Existing Investment Manager, the Successor Investment Manager, Borrower, Guarantor and Lender. Except as specifically modified by this Agreement, the Credit Agreement and the other Loan Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms.

8. *Waiver.* No failure or delay of the Existing Investment Manager, the Successor Investment Manager or Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Existing Investment Manager, the Successor Investment Manager and Lender hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have.

9. *Submission To Jurisdiction, Governing Law, Waiver of Jury Trial.* The parties hereby agree that Sections 10.13 and 10.14 of the Credit Agreement shall apply, *mutatis mutandis*, to this Agreement.

10. *Consents.*

(a) Lender hereby represents and warrants that (i) it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law, and (ii) it consents to the resignation of the Existing Investment Manager and the appointment of RCP 2 as successor Investment Manager under the Credit Agreement and the other applicable Loan Documents.

(b) Borrower hereby represents and warrants that (i) it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law, and (ii) it consents to the resignation of the Existing Investment Manager and the appointment of RCP 2 as successor Investment Manager under the Credit Agreement and the other applicable Loan Documents.

(c) Each of the Existing Investment Manager and the Successor Investment Manager hereby represents and warrants that it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law.

11. *Successors and Assigns.* This Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of each of the parties hereto.

12. *Notices.* After the Effective Date, the address for notices to the "Investment Manager" under the Credit Agreement and the other Loan Documents shall be the following:

RCP Advisors 2, LLC
5425 Wisconsin Avenue, Suite 303

Chevy Chase, Maryland 20815

13. *Severability.* In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

14. *Loan Documents.* Upon the execution and delivery of this Agreement by the Existing Investment Manager, the Successor Investment Manager, Borrower, Guarantor and Lender, this Agreement shall be deemed to be a "Loan Document" as such term is defined in the Credit Agreement, and the Credit Agreement shall, where the context requires, be read and construed throughout so as to incorporate this Agreement.

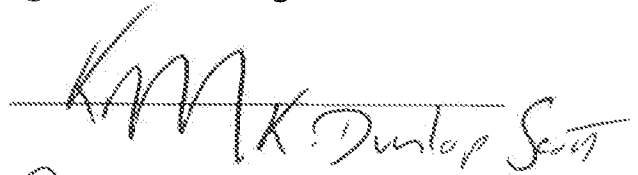
15. *Counterparts and Facsimile.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute but one contract, and shall become effective as provided in Section 4 hereof. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission (e.g., "PDF" or "TIF") shall be as effective as delivery of a manually signed original.

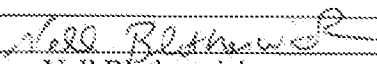
[*Signature Pages Follow*]

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

COLUMBIA PARTNERS, L.L.C.,
INVESTMENT MANAGEMENT,
as Existing Investment Manager

By:
Name:
Title:


K. M. Dunlop
President + C.O.O.

RCP ADVISORS 2, LLC, as Successor Investment Manager	
By: 	
Name: Neil Blatherwick	
Title: Partner and CCO	

NATIONAL ELECTRICAL BENEFIT
FUND, as Lender

By: RCP ADVISORS 2, LLC, its Authorized
Signatory

By: 
Name: Neil Blatherwick
Title: Partner and CCO

BORROWER:

RESONATE NETWORKS, INC.

DocuSigned by:

David Wheatley

By: 9E367AAC44054E7

Name: David Wheatley

Title: CFO