

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riverbed Technology, Inc.		07/03/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3817783	ATERNITY	
Registration Number:	4013071	ATERNITY	
Registration Number:	5171154	NETSHARK	
Registration Number:	5742906	RIVERBED	
Registration Number:	5773470	RIVERBED RISE	
Registration Number:	5625899	RIVERCAST	
Registration Number:	5628049	STEELCENTRAL	
Registration Number:	5498086	STEELFLOW	
Registration Number:	5763661	STEELFUSION	
Registration Number:	5486784	STEELHEAD	
Registration Number:	5438498	STEELSCRIPT	
Registration Number:	5644785	STEELSUPPORT	
Registration Number:	3151590	XIRRUS	
Registration Number:	3369305	XIRRUS	
Serial Number:	88083294	RIVERBED RISE	
Serial Number:	88083299	RIVERBED RISE	
CORRESPONDENCE DATA			

OP \$415.00 3817783

Fax Number: 7147558290

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: 714-540-1235

Email: ipdocket@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, SUITE 2000

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0352
--------------------------------	-------------

NAME OF SUBMITTER:	Anna T Kwan
---------------------------	-------------

SIGNATURE:	/atk/
-------------------	-------

DATE SIGNED:	07/10/2019
---------------------	------------

Total Attachments: 6

source=Riverbed - IPSA - Trademark Security Agt (Executed) (Jul-3-19)_(62630488_1)#page1.tif

source=Riverbed - IPSA - Trademark Security Agt (Executed) (Jul-3-19)_(62630488_1)#page2.tif

source=Riverbed - IPSA - Trademark Security Agt (Executed) (Jul-3-19)_(62630488_1)#page3.tif

source=Riverbed - IPSA - Trademark Security Agt (Executed) (Jul-3-19)_(62630488_1)#page4.tif

source=Riverbed - IPSA - Trademark Security Agt (Executed) (Jul-3-19)_(62630488_1)#page5.tif

source=Riverbed - IPSA - Trademark Security Agt (Executed) (Jul-3-19)_(62630488_1)#page6.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 3, 2019 (this "Trademark Security Agreement"), by and among each of the signatories hereto indicated as a "Pledgor (each a "Pledgor" and collectively, the "Pledgors")", in favor of Morgan Stanley Senior Funding, Inc., in its capacity as collateral agent for the Secured Parties (in such capacity, together with any successor thereof, the "Collateral Agent") pursuant to that certain Credit Agreement, dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among inter alios Riverbed Holdings, Inc., a Delaware corporation ("Holdings"), the Pledgor and each of the other guarantors listed on the signature pages thereto, the lenders from time to time party thereto, the several agents party thereto, including the Collateral Agent and Morgan Stanley Bank, N.A., as issuing bank.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to that certain Security Agreement dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which each of the Pledgors pledged and granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the ratable benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a Lien on and security interest in and to all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property, whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"): all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names, or other indicia of source, whether registered or unregistered, all registrations and applications for the foregoing (whether statutory or common law and whether registered or applied for in the United States or any other country, multi-national registry or any political subdivision thereof), including the United States trademark and service mark registrations and applications for registration listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use of any of the foregoing, (ii) all goodwill of the business connected with the use thereof and symbolized thereby, (iii) extensions and renewals thereof and amendments thereto, (iv) rights to proceeds, income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof and (vi) rights corresponding thereto throughout the world.

Notwithstanding the foregoing, the Trademark Collateral shall not include any intent-to-use trademark or service mark application, solely to the extent, and for so long as, the grant or creation by such Pledgor of a security interest therein would impair the registrability thereof, or the validity or enforceability of any registration issuing therefrom, unless and until a Statement of Use or an Amendment to Allege Use has been filed with the United States Patent and Trademark Office with respect to such intent-to-use trademark or service mark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

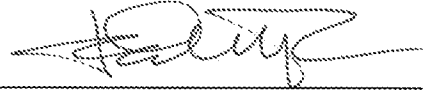
SECTION 5. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RIVERBED TECHNOLOGY, INC.

By:



Name: John Theler

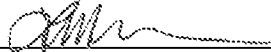
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006691 FRAME: 0110

Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By:  _____
Name: Lisa Hanson
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations and Applications:

Owner	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
Riverbed Technology, Inc.	RIVERBED RISE	88083294	17-Aug-18	—	—	Filed
Riverbed Technology, Inc.	RIVERBED RISE	88083299	17-Aug-18	—	—	Filed (Suspended)
Riverbed Technology, Inc.	ATERNITY	77882002	30-Nov-09	3817783	13-Jul-10	Registered
Riverbed Technology, Inc.	ATERNITY	77882014	30-Nov-09	4013071	16-Aug-11	Registered
Riverbed Technology, Inc.	NETSHARK	87149318	24-Aug-16	5171154	28-Mar-17	Registered
Riverbed Technology, Inc.	RIVERBED & 2018 Color Design	87839221	19-Mar-18	5742906	7-May-19	Registered
Riverbed Technology, Inc.	RIVERBED RISE	88083302	17-Aug-18	5773470	11-Jun-19	Registered
Riverbed Technology, Inc.	RIVERCAST	87807222	22-Feb-18	5625899	11-Dec-18	Registered
Riverbed Technology, Inc.	STEELCENTRAL	86320539	25-Jun-14	5628049	11-Dec-18	Registered

Owner	Trademark Name	Application Number	Filing Date	Registration Number	Registration Date	Status
Riverbed Technology, Inc.	STEELFLOW	86454246	14-Nov-14	5498086	19-Jun-18	Registered
Riverbed Technology, Inc.	STEELFUSION	86320547	25-Jun-14	5763661	28-May-19	Registered
Riverbed Technology, Inc.	STEELHEAD	86320554	25-Jun-14	5486784	5-Jun-18	Registered
Riverbed Technology, Inc.	STEELSCRIPT	86320550	25-Jun-14	5438498	3-Apr-18	Registered
Riverbed Technology, Inc.	STEEL SUPPORT	87634739	5-Oct-17	5644785	1-Jan-19	Registered
Riverbed Technology, Inc.	XIRRUS	78339781	11-Dec-03	3151590	3-Oct-06	Registered/ Renewed
Riverbed Technology, Inc.	XIRRUS	78846667	27-Mar-06	3369305	15-Jan-08	Registered/ Renewed

TRADEMARK

REEL: 006691 FRAME: 0113

RECORDED: 07/10/2019