

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561662

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GIGAMON INC.		12/27/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFERIES FINANCE LLC		
<b>Street Address:</b>	520 MADISON AVE., 16TH FL		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77935156	CITRUS	
<b>Serial Number:</b>	86540322	FABRICVUE	
<b>Serial Number:</b>	77704738	FLOW MAPPING	
<b>Serial Number:</b>	86185714	FLOW MAPPING	
<b>Serial Number:</b>	85835840	FLOWVUE	
<b>Serial Number:</b>	77766712	GIGAMON	
<b>Serial Number:</b>	86818310	GIGAMON	
<b>Serial Number:</b>	77935149	G GIGAMON	
<b>Serial Number:</b>	85675584	GIGASECURE	
<b>Serial Number:</b>	77703858	GIGASMART	
<b>Serial Number:</b>	86440562	GIGASMART	
<b>Serial Number:</b>	85675597	GIGASTREAM	
<b>Serial Number:</b>	85675632	GIGATAP	
<b>Serial Number:</b>	77055636	GIGAVUE	
<b>Serial Number:</b>	86842730	GRIP	
<b>Serial Number:</b>	77711201	G-TAP	
<b>Serial Number:</b>	85675689	SEE INSIDE YOUR NETWORK	
<b>Serial Number:</b>	87240902	SEE WHAT MATTERS	
<b>Serial Number:</b>	87670097	#STOPTHESPRAWL	

CH \$515.00 77935156

Property Type	Number	Word Mark
Serial Number:	87670089	STOP THE SPRAWL

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 6508383743  
**Email:** JLIK@SHEARMAN.COM  
**Correspondent Name:** MARC ELZWEIG  
**Address Line 1:** 1460 EL CAMINO REAL, 2ND FLOOR  
**Address Line 2:** SHEARMAN & STERLING LLP  
**Address Line 4:** MENLO PARK, CALIFORNIA 94025

<b>ATTORNEY DOCKET NUMBER:</b>	40203-00011.
<b>NAME OF SUBMITTER:</b>	MARC ELZWEIG
<b>SIGNATURE:</b>	/MARC ELZWEIG/
<b>DATE SIGNED:</b>	02/11/2020

**Total Attachments: 7**

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*EXECUTION VERSION***FIRST LIEN TRADEMARK SECURITY AGREEMENT**

**WHEREAS, GIGAMON INC.**, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a First Lien Security Agreement dated as of December 27, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and Jefferies Finance LLC, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”), pursuant to which the Grantor granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this First Lien Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto), and all rights corresponding thereto (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic communication shall be as effective as delivery of a manually signed counterpart of this Agreement.

*[The remainder of this page is intentionally left blank.]*

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

**GIGAMON INC.,**  
a Delaware corporation

By: \_\_\_\_\_


Name: Paul A. Hooper  
Title: Chief Executive Officer

[Signature Page to First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006861 FRAME: 0909**

Accepted and Agreed:

**JEFFERIES FINANCE LLC,**  
as the Collateral Agent

By:   
Name: Brian Brody  
Title: Managing Director

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademarks:**

<b>Trademark</b>	<b>Case Number/Subcase Country Name</b>	<b>Status Class(es)</b>	<b>Application Number/Filing Date</b>	<b>Registration Number/ Registration Date</b>	<b>Owner</b>
<b>CITRUS Logo</b>	104255.01.2010 United States of America	Registered 09 Int.	77935156 12-Feb-2010	4173368 17-Jul-2012	Gigannon Inc.
<b>FABRICVUE</b>	104255.01.2020 United States of America	Registered 09 Int.	86540322 19-Feb-2015	5233047 27-Jun-2017	Gigannon Inc.
<b>FLOW MAPPING</b>	104255.01.2030 United States of America	Registered (Supp. Register) 09 Int.	77704738 01-Apr-2009	3769515 30-Mar-2010	Gigannon Inc.
<b>FLOW MAPPING</b>	104255.01.2040 United States of America	Registered 09 Int.	86185714 05-Feb-2014	4710560 31-Mar-2015	Gigannon Inc.
<b>FLOWVUE</b>	104255.01.2050 United States of America	Registered 09 Int.	85835840 29-Jan-2013	4837132 20-Oct-2015	Gigannon Inc.
<b>GIGAMON</b>	104255.01.2060 United States of America	Registered 09 Int.	77766712 24-Jun-2009	3777143 20-Apr-2010	Gigannon Inc.
<b>GIGAMON (expanded)</b>	104255.01.2210 United States of America	Registered 09 Int.	86818310 12-Nov-2015	4993037 05-Jul-2016	Gigannon Inc.
<b>GIGAMON with G</b>	104255.01.4080	Registered	77935149	3962932	Gigannon Inc.

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Filing Date	Registration Number/ Registration Date	Owner
Logo	United States of America	09 Int.	12-Feb-2010	17-May-2011	
GIGASECURE	104255.01.2090 United States of America	Registered 09 Int.	85675584 12-Jul-2012	4295665 26-Feb-2013	Gigamon Inc.
GIGASMART	104255.01.2100 United States of America	Registered (Supp. Register) 09 Int.	77703858 01-Apr-2009	3769513 30-Mar-2009	Gigamon Inc.
GIGASMART	104255.01.2110 United States of America	Registered 09 Int.	86440562 30-Oct-2014	4759795 23-Jun-2015	Gigamon Inc.
GIGASTREAM	104255.01.2120 United States of America	Registered 09 Int.	85675597 12-Jul-2012	4827354 06-Oct-2015	Gigamon Inc.
GIGATAP	104255.01.2130 United States of America	Registered 09 Int.	85675632 12-Jul-2012	4304800 19-Mar-2013	Gigamon Inc.
GIGAVUE	104255.01.2140 United States of America	Registered 09 Int.	77055636 01-Dec-2006	3715658 24-Nov-2009	Gigamon Inc.
GRIP	104255.01.2220 United States of America	Registered 09 Int.	86842730 08-Dec-2015	4998228 12-Jul-2016	Gigamon Inc.
G-TAP	104255.01.2170 United States of America	Registered 09 Int.	77711201 09-Apr-2009	3743314 26-Jan-2010	Gigamon Inc.
SEE INSIDE YOUR NETWORK	104255.01.2200 United States of America	Registered 09 Int.	85675689 12-Jul-2012	5068890 25-Oct-2016	Gigamon Inc.
SEE WHAT MATTERS	104255.01.2230 United States of America	Pending 09 Int.	87240902 17-Nov-2016		Gigamon Inc.



Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Filing Date	Registration Number/ Registration Date	Owner
#STOPTHESPRAW L	104255.01.2240 United States of America	Pending 09 Int.	87670097 02-Nov-2017		Gigamon Inc.
STOP THE SPRAWL	104255.01.2250 United States of America	Pending 09 Int.	87670089 02-Nov-2017		Gigamon Inc.

TRADEMARK

REEL: 006861 FRAME: 0913

RECORDED: 02/11/2020