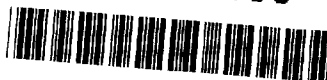


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U.S. Department of Commerce
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PATENT

**RECORDATION FORM COVER SHEET
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Conveyance Type

☐ Assignment ☒ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
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Mail documents to be recorded with required cover sheet(s) information to:
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PATENT
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Area Code and Telephone Number **703-415-1555**

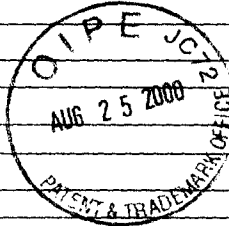
Name **Christopher E. Kondracki**

Address (line 1) **2001 Jefferson Davis Hwy.**

Address (line 2) **Suite 505**

Address (line 3) **Arlington, VA 22202**

Address (line 4)



Pages

Enter the total number of pages of the attached conveyance document including any attachments.

9

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

5,423,037	5,555,404	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **80.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

19-3545

Authorization to charge additional fees:

Yes ☒ No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

Name of Person Signing

Signature

23 August 2000

Date

Date: July 31, 2000

This Patent and Patent Application Security Agreement (the "Security Agreement") is made the 31st day of July, 2000 by CLUSTRA SYSTEMS INC., a Delaware corporation with its principal offices at 20 Mall Road, Suite 210, Burlington, Massachusetts 01803 (the "Borrower"), and FLEET NATIONAL BANK, a national banking association with an office at 100 Federal Street, Boston, Massachusetts (the "Lender").

RECITALS

WHEREAS, pursuant to a certain loan arrangement between Borrower and Lender, evidenced by, among other documents, a certain Loan and Security Agreement dated as of July 31, 2000 (hereinafter, the "Loan Agreement"), made between the Borrower and the Lender, the Lender has agreed to make certain loans (hereinafter, the "Loans") available to the Borrower;

WHEREAS, under the Loan Agreement, the Borrower has created a security interest in the Borrower's assets specified in Section 2-1 of the Loan Agreement to secure the liabilities and obligations of the Borrower to the Lender (hereinafter, the "Liabilities");

WHEREAS, as a condition, among others, to the continuation of the credit facility contemplated by the Loan Agreement, as to further secure the Liabilities, the parties hereto shall execute this Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrower and the Lender agree as follows:

1. To secure the Liabilities, the Borrower hereby grants a security interest in favor of the Lender, with power of sale, in and to the following and all proceeds thereof:

(a) All of the Borrower's now owned or existing or hereafter acquired or arising letters patent, patent applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on *EXHIBIT A* annexed hereto and made a part hereof.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) All of Borrower's rights corresponding to any of the foregoing throughout the world.

All of the foregoing letters patent, patent applications described in Subsection 1.(a), together with the items respectively described in Subsections 1.(b) through and including 1.(d) are hereinafter individually and/or collectively referred to as the "Patents".

2. Until this Security Agreement is terminated, the Borrower shall undertake the following with respect to each Patent:

- (a) Pay all renewal fees and other fees and costs associated with maintaining the Patents and with the processing of the Patents.
- (b) At Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the foregoing assignment.
- (c) At Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Patents, including, without limitation, but subject to Borrower's sole discretion, the prosecution and defense of infringement actions.
- (d) At Borrower's sole cost, expense, and risk, register with the United States Patent Office all unfiled patents created or purchased by the Borrower, if such registrations are deemed by the Borrower in its sole discretion to be in the Borrower's best interests.

3. In the event of

- (a) any failure by the Borrower to perform any of its obligations set forth in Section 2, above; and/or
- (b) the occurrence of any Event of Default (as defined in the Loan Agreement) and/or the making of demand by the Lender,

the Lender acting in its own name or in that of the Borrower may (but shall not be required to) act in the Borrower's place (except as limited by Section 2(c) hereof) and stand and/or in the Lender's own right in connection therewith.

4. The Borrower represents and warrants that:

- (a) The Patents listed on *EXHIBIT A* include all of the registered Patents now owned by the Borrower.
- (b) No liens, claims or security interests have been granted by the Borrower to any person or entity in such Patents other than to the Lender or as otherwise permitted pursuant to the Loan Agreement.

5. In order to further secure the Liabilities:

(a) The Borrower shall give the Lender written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Borrower obtains rights to any new patents or patent applications (other than Borrower's right to sell products containing the patents of others in the ordinary course of Borrower's business).

(ii) The Borrower becomes entitled to the benefit of any patents or patent applications, whether as licensee or licensor (other than Borrower's right to sell products containing the patents of others in the ordinary course of Borrower's business).

(iii) The Borrower enters into any new patent license agreement.

(b) The provisions of this Security Agreement shall automatically apply to any such additional property or rights described in 5.(a), above, all of which shall be deemed to be and treated as "Patents" within the meaning of this Security Agreement.

(c) The Borrower hereby authorizes the Lender to modify this agreement by amending *EXHIBIT A* to include any future patents or patent applications, written notice of which is so given, provided, however, the modification of said *EXHIBIT* shall not be a condition to the creation or perfection of the security interest and Security Agreement created hereby.

6. Upon the occurrence of any Event of Default and/or the making of demand by the Lender, the Lender may exercise all rights and remedies of a secured party under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Patents, in addition to which the Lender, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Patents. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default and/or demand has occurred and that the Lender is authorized to exercise such rights and remedies.

7. Effective upon the occurrence of any Event of Default and/or the making of demand by the Lender, the Borrower hereby irrevocably constitutes and designates the Lender as and for the Borrower's attorney in fact:

(a) To exercise any of the rights exercisable and powers referenced in Section 2 subject to the limitations on actions by the Lender set forth in said section.

(b) To execute such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Patents.

This grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within Security Agreement is terminated.

8. Any use by the Lender of the Patents as authorized hereunder in connection with the exercise of the Lender's right and remedies under this Security Agreement and the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Borrower.

9. Lender hereby grants to Borrower the right, prior to notice from the Lender following the occurrence of an Event of Default (as defined in the Loan Agreement) and/or the making of demand by the Lender, to sue for past, present and future infringement of the Patents including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Patents against encroachment by third parties; provided, however, that Borrower first notifies Lender in writing of its intention to sue for enforcement of the Patents against a particular party. All reasonable costs arising in connection with any infringement shall be borne by Borrower.

10. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Lender to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this Assignment shall terminate and the Lender shall execute and deliver to Borrower all such instruments as the Borrower reasonably may request to re-vest in Borrower full title to the Patents and the associated goodwill, subject to any disposition thereof which may have been made by Lender pursuant hereto or pursuant to the Loan Agreement.

11. The Borrower shall, at the request of the Lender, do any and all acts and execute any and all documents reasonably required by the Lender in connection with the protection, preservation, and enforcement of the Lender's rights hereunder.

12. The Borrower shall, upon demand, reimburse the Lender for all reasonable costs and expenses incurred by the Lender in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

13. This Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Patents and the Lender shall have the same rights with respect to any and all Patents granted the Lender to secure the Liabilities hereunder as thereunder. In the event of a conflict between this Security Agreement and the Loan Agreement, the terms of this Security Agreement shall control with respect to the Patents, and the Loan Agreement shall control with respect to all other collateral.

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Security Agreement to be executed by officers duly authorized so to do on the date first above written.

(The "Borrower")

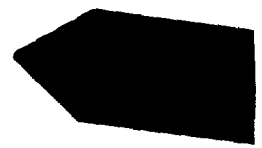
ClustRa Systems Inc.

By: *Kenneth A. Myrley*
Name: *Kenneth A. Myrley*
Title: *Chief Financial Officer*

(The "Lender")

Fleet National Bank

By: _____
Name: _____
Title: _____



IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Security Agreement to be executed by officers duly authorized so to do on the date first above written.

(The "Borrower")

ClustRa Systems Inc.

By: _____

Name: _____

Title: _____

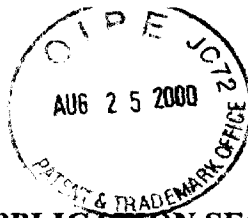
(The "Lender")

Fleet National Bank

By: 

Name: IRINA CASE

Title: Vice President



PATENT AND PATENT APPLICATION SECURITY AGREEMENT

EXHIBIT A

The Borrower has the following patents and patent applications:

1. U.S. Patent No. 5,423,037. Continuously Available Database Server with Database Fragment Replicas stored on Multiple Nodes. Registered on June 6, 1995. Inventor: Svein-Olaf Hvasshovd.
2. U.S. Patent No. 5,555,404. Continuously Available Database Server Having Multiple Groups of Nodes with Minimum Intersecting Sets of Database Fragment Replicas. Registered on September 10, 1996. Inventors: Oystein Torbjornsen and Svein-Olaf Hvasshovd.
3. International "PCT" Patent Application No. PCT/N096/00122. This Application was filed with respect to Japan, Norway and the EPC (designating Germany, Italy, Sweden and the United Kingdom). The application is still pending before Japan and the EPC.

The foregoing patent and patent application rights are subject to licenses to customers granted in the ordinary course of the Borrower's (and its predecessors') business.

The Borrower holds patent rights in inventions that were developed by employees prior to their employment by the Borrower.