Form PTO-1595 RE 09 - 0	05 - 2001 U.S. DEPARTMENT OF COMMERCE
(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	U.S. Patent and Trademark Office
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To the Honorable Commissioner of Pa 101	833652 uriginal documents or copy thereof.
1. Name of conveying party(ies):	Name and address of receiving party(ies)
Carabyte Corporation	Name: Congress Financial Corporation
and w	Internal Address:
Mr 1 1 100. E	
Additional name(s) of conveying party(ies) attached? 🔲 Yes 🗓 No	
THAT Wature of conveyance:	
Assignment 🖳 Merger	1208 Main Street
Security Agreement Change of Name	Street Address: 1208 Main Street
Other	Ste. 1625
Oald	City: Dallas State: TX Zip: 75250
Execution Date: May 16, 2000	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or patent number(s):	
	ication, the execution date of the application is:
A. Patent Application No.(s)	B. Patent No.(s)
	See Attached
Additional numbers at	ttached? Yes No
	6. Total number of applications and patents involved: [73].
concerning document should be mailed:	
Name: Crystal A. Gothard, Esq.	7. Total fee (37 CFR 3.41)\$2,292.00
Internal Address:	☐ Enclosed
	Authorized to be charged to deposit account
	8. Deposit account number:
Street Address: Patton Boggs LLP	
2550 M Street, NW	50-0709
City: Washington State: DC Zip: 20037	(Attach duplicate copy of this page if paying by deposit account)
DO NOT USE	THIS SPACE
9. Statement and signature.	
To the best of my knowledge and belief, the foregoing is a true copy of the original document.	information is true and correct and any attached copy
George M. Borababy	(229 Mx weld) +1/12/01
Name of Person Signing	(Signature / Date
/ Total number of pages including cover	er sheet, attachments, and documents: 18

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PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT is made and entered into to be effective as of May 16, 2000, by EXABYTE CORPORATION, a Delaware corporation ("Grantor"), for the benefit of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation ("Grantee").

RECITALS

WHEREAS, Grantor owns the patents, patents registrations and patent applications listed on <u>Schedule I</u> annexed hereto, and is a party to, or has been assigned the rights by the party to, the patent licenses listed on <u>Schedule I</u> annexed hereto; and

WHEREAS, Grantee and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired patents, patent registrations, patent applications and patent licenses, together with the goodwill of the business symbolized by Grantor's patents, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby agree as follows:

I. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Obligations (as defined in the Loan Agreement) Grantor hereby grants to Grantee a continuing lien and security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter created or acquired:

(a) each patent, patent registration and patent application, including, without limitation, the patents, patent registrations (together with any reissues, continuations or extensions thereof) and patent applications referred to in <u>Schedule 1</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent, patent registration and patent application;

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- (b) each patent license, including, without limitation, each patent license listed on <u>Schedule 1</u> annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent license; and
- (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any patent or patent registration including, without limitation, the patents and patent registrations referred to in <u>Schedule 1</u> annexed hereto, the patent registrations issued with respect to the patent applications referred in <u>Schedule 1</u> and the patents licensed under any patent license, or (ii) injury to the goodwill associated with any patent, patent registration or patent licensed under any patent license.

This lien and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

II. REPRESENTATIONS AND WARRANTIES

- (a) Grantor does not have any interest in, or title to, any material patent, patent registration or patent application except as set forth in <u>Schedule 1</u> annexed hereto. This Patent Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, perfected first priority liens and security interests in favor of Grantee on the Patent Collateral described in <u>Schedule 1</u> and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Patent Security Agreement with the United States Patent and Trademark Office, all action necessary or desirable to protect and perfect Grantee's liens and security interests in the Patent Collateral set forth on <u>Schedule 1</u> shall have been duly taken.
- (b) To Grantor's knowledge, each of the Patent Collateral is valid, subsisting and enforceable. Granter has no knowledge of any pending or threatened claim by any third party that any of the Patent Collateral is invalid or unenforceable or that any third party has an ownership interest therein.
- (c) To Grantor's knowledge, Grantor is not infringing upon any patents or other intellectual property of any third party.
- (d) To Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Patent Collateral or any other intellectual property right of Grantor.

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Grantor has the power and authority to grant liens and security interests in the Patent Collateral and to Grantor's knowledge such grant shall not cause a breach of any patent license or other material agreement to which Grantor is a party.

III. COVENANTS

- Grantor shall notify Grantee immediately if it knows that any application or registration relating to any Patent Collateral (now or hereafter existing) will likely become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Grantor's ownership of any Patent Collateral, its right to register the same, register the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Patent Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto.
- From time to time, Grantor will promptly execute and deliver all further (b) instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Patent Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any material right, title or interest in any issued patents or patent applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may reasonably request to evidence Grantee's liens and security interests in such patents. This Patent Security Agreement shall automatically apply to such patents and such patents shall automatically become "Patent Collateral".
- (c) Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the material Patent Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Grantor shall use reasonable commercial efforts to prosecute any patent application comprising a material portion of the Patent Collateral.
- In the event that any material portion of the Patent Collateral or other material intellectual property is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Grantee promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Patent Collateral or other intellectual property is not material to the conduct of its business or operations, take commercially reasonable actions under the circumstances to protect such Patent Collateral or other intellectual property.

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- (e) Grantor shall not sell, assign, license or otherwise dispose of any of the Patent Collateral listed on <u>Schedule 1</u> without first giving written notice thereof to Grantee.
- (f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the material Patent Collateral to the extent reasonably necessary for the protection thereof.
- (g) Grantor shall keep commercially reasonable records concerning the Patent Collateral.

IV. REMEDIES

- (a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Patent Collateral, or any other intellectual property or license thereto, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.
- (b) For the purpose of enabling Grantee to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Patent Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Grantee an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense any Patent Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof.

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IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer thereunto as of May 100, 2000.

GRANTOR:

EXABYTE CORPORATION

Stephen F. Smith

Vice President, Chief Financial Officer

and Secretary

Acknowledged, agreed and accepted as of the date hereof:

GRANTEE:

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

Mike Sheff

Senior Vice President

ACKNOWLEDGMENT

STATE OF COLORADO §
COUNTY OF BOULDER §

On May 10th, 2000, before me personally appeared Stephen F. Smith, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the Vice President, Chief Financial Officer and Secretary of Exabyte Corporation, who being by me duly sworn, did depose and say that he is the Vice President, Chief Financial Officer and Secretary of Exabyte Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

MY COMMISSION EXPIRES: September 24, 2002

Patent Security Agreement 009090:110107

Schedule 1 to Patent Security Agreement

See Attached.

Schedule 1

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