

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2805900

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|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| WESTBURY INVESTMENT PARTNERS SBIC, LP | 02/23/2010 |
| RECEIVING PARTY DATA | |
| Name: | SILICON VALLEY BANK |
| Street Address: | 3003 TASMAN DRIVE |
| City: | SANTA CLARA |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12099714 |
| CORRESPONDENCE DATA | |
| Fax Number: | (650)391-1395 |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | |
| Phone: | 650-391-1380 |
| Email: | ipdockets@lrrlaw.com |
| Correspondent Name: | ROCHELLE ROTEA |
| Address Line 1: | 2440 W. EL CAMINO REAL |
| Address Line 2: | 6TH FLOOR |
| Address Line 4: | MOUNTAIN VIEW, CALIFORNIA 94040 |
| ATTORNEY DOCKET NUMBER: | SGL-135COA |
| NAME OF SUBMITTER: | NICOLE VILLANUEVA |
| SIGNATURE: | /Nicole Villanueva/ |
| DATE SIGNED: | 04/08/2014 |
| Total Attachments: 6 | |
| source=SGL-135COA Release (Westbury to SVB)#page3.tif | |
| source=SGL-135COA Release (Westbury to SVB)#page4.tif | |
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PATENT

WAIVER OF NOTICE AND CLAIM REGARDING FORECLOSURE

The undersigned as agent for itself and for other parties as set forth in the Junior Security Agreement (as defined below) (collectively, the "**Junior Creditor**"), as secured creditor of Copan Systems, Inc., a Delaware corporation (the "**Company**"), is entering into this Waiver of Notice and Claim Regarding Foreclosure (this "**Waiver**") dated as of February 23, 2010 and effective immediately prior to the closing of the Sale (defined below), for the benefit of Silicon Valley Bank ("**SVB**") and Gold Hill Venture Lending 03, LP ("**Gold Hill**") and, together with SVB, the "**Senior Creditors**") and Silicon Graphics International Corp. ("**SGI**") on the following premises:

RECITALS

A. On March 15, 2007, the Company and the Senior Creditors entered into that certain Loan and Security Agreement (as amended from time to time collectively referred to as the "**2007 Loan Agreement**"), and pursuant to the 2007 Loan Agreement, SVB and Gold Hill advanced loans to the Company and the Company owes the Senior Creditors approximately \$5,561,090.08 in the aggregate under the 2007 Loan Agreement (the "**2007 Loan Obligations**").

B. On June 26, 2008, the Company and SVB entered into that certain Loan and Security Agreement (as amended from time to time collectively referred to as the "**2008 Loan Agreement**") and, together with the 2007 Loan Agreement, the "**Loan Agreements**"), and pursuant to the 2008 Loan Agreement, SVB advanced loans to the Company and the Company owes SVB approximately \$0.00 under the 2008 Loan Agreement (the "**2008 Loan Obligations**") and, together with the 2007 Loan Obligations, the "**Obligations**").

C. On February 9, 2009, the Company and the Junior Creditor entered into that certain Note Purchase and Security Agreement (the "**Junior Security Agreement**"). On or about February 9, 2009, the Junior Creditor and the Company entered into (i) that certain Subordination Agreement with the Senior Creditors ("**Subordination Agreement #1**") pursuant to which the Junior Creditors expressly subordinated their right to payment under the Junior Security Agreement to the Company's obligations to the Senior Creditors under the 2007 Loan Agreement, and (ii) that certain Subordination Agreement with the SVB ("**Subordination Agreement #2**") and, together with Subordination Agreement No. 1, the "**Subordination Agreements**") pursuant to which the Junior Creditor expressly subordinated their right to payment under the Junior Security Agreement to the Company's obligations to the SVB under the 2008 Loan Agreement. The Junior Security Agreement and any other documents executed by the Company or the Junior Creditor to evidence the Company's obligations to the Junior Creditor with respect to the loans issued pursuant to the Junior Security Agreement or to grant, confirm or perfect the security interest granted in the Junior Security Agreement, each as amended to date, shall be known, collectively, as the "**Junior Credit Agreements**."

C. The Junior Creditor has received from the Senior Creditors a Notification of Disposition of Collateral Private UCC Sale (the "**Sale Notice**") pursuant to Section 4-9-611(c) of the Colorado Uniform Commercial Code (the "**Code**"), indicating that one or more events of default have occurred and are continuing under the Loan Agreements, and that the Senior Creditors intend to dispose of the Collateral (the Collateral actually sold, the "**Sold Assets**")

under Section 4-9-610 of the Code in a private sale to SGI to be consummated at any time following the execution of this Waiver (the "**Sale**"). The consideration that SGI has agreed to pay to the Senior Creditors for the Sold Assets is less than the Obligations.

D. In order to facilitate the Sale and to provide certain assurances to the Senior Creditors as a foreclosing lien creditor and SGI as the buyer at the Sale, the undersigned Junior Creditor has executed this Waiver, understanding and intending that (i) the Senior Creditors will rely on this Waiver in the execution of their rights under the Code and the Loan Agreements with respect to the Sale, and (ii) SGI will rely on this Waiver in acquiring the Sold Assets through the Sale.

E. The Junior Creditor has carefully considered the terms of this Waiver and, after having had the opportunity to consult with its attorney is satisfied that it is fair and reasonable.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Junior Creditor hereby agrees as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Waiver.
2. Sufficiency of Notice. The Junior Creditor (i) acknowledges receipt of the Sale Notice, (ii) acknowledges that the Sale Notice is adequate and sufficient, (iii) hereby waives any and all further or additional time or notice that it might be afforded under the Sale Notice, Junior Credit Agreements, the Subordination Agreements, the Code or otherwise, (iv) waives any right it may have under the Junior Credit Agreements, the Subordination Agreements, the Code or otherwise, for additional notice of the Sale or other disposition of the Sold Assets, (v) waives any right it may have under the Junior Credit Agreements, the Subordination Agreements, the Code or otherwise to respond to, object to, or take any action with regard to the Notice, and (vi) acknowledges and agrees that every aspect of the disposition of the Sold Assets, including the method, manner, time, place and other terms, has been commercially reasonable.
3. No Entitlement to Proceeds. The Junior Creditor acknowledges that Senior Creditors have advised Junior Creditor that the proceeds of sale (the "**Proceeds**") will be insufficient to satisfy all outstanding obligations of the Company to the Senior Creditors secured by the Sold Assets. The Junior Creditor acknowledges and agrees that the Senior Creditors will receive and retain all of the Proceeds on account of such obligations, except as otherwise agreed in writing between Senior Creditors and Junior Creditor. The Junior Creditors has reviewed the UCC-3 termination statements attached hereto as Exhibit A ("**Termination Statements**") and, expressly subject to the consummation of the Sale to SGI, authorize the Company, the Senior Creditors or SGI to file the Termination Statement.
4. No Claims Against SGI With Respect to the Sale or the Collateral. The Junior Creditor waives any claims it may have against SGI, its directors, officers, shareholders, its agents, its successors or assigns, arising out of or related to the Sale or the acquisition by SGI of the Sold Assets through the Sale. The Junior Creditor further acknowledges that upon the completion of

the Sale, it will have no further interest or claims in or to the Sold Assets, whether under the Junior Credit Agreements, the Code or otherwise.

5. Miscellaneous. Except as expressly set forth in this Waiver, the Junior Creditor is not waiving any rights it may have pursuant to the Junior Credit Agreements, the Code or otherwise. In the event that SGI notifies the Company or the Senior Creditors that it will not complete the Sale, then this Waiver shall thereupon be of no force and effect, and Senior Creditors, the Junior Creditor and the Company shall have the rights and obligations they had among each other with respect to the Loan Agreements, the Junior Credit Agreements, the Subordination Agreements and the Collateral, as if this Waiver had never existed. This Waiver shall be construed in accordance with the laws of the State of Colorado (without regard to conflict of law principles).

[SIGNATURE PAGE FOLLOWS]

In witness hereof, the undersigned Junior Creditor has executed this Waiver as of the date first written above.

WESTBURY INVESTMENT PARTNERS SBIC, LP
As agent for itself and for other parties as set forth in the
Junior Security Agreement

By: WESTBURY SBIC, INC.
Its General Partner


By: 
James W. Schubauer, II
President

Exhibit A
Termination Statements

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OR CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gregg S. Kleiner, Esq.
Cooley Godward Kronish LLP
101 California St., 5th Floor
San Francisco, CA 94111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20090310885

Filed 01/29/2009

1b. This FINANCING STATEMENT AMENDMENT is
☐ to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continuous for the additional period provided by applicable law.4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ CHANGE name and/or address: give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID#: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID#, if any ☐ NONE8. AMENDMENT (COLLATERAL CHANGE): check only one box.Describe collateral: ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Westbury Investment Partners SBIC, LP, as Agent

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

DE SOS/Debtor: Copan Systems, Inc.

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

RECORDED: 04/08/2014

PATENT
REEL: 032630 FRAME: 0889