

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3315537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	PIVOT3, INC.	03/23/2015
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	Comerica Bank	
<b>Street Address:</b>	39200 Six Mile Road, M/C 7578	
<b>Internal Address:</b>	National Documentation Services	
<b>City:</b>	Livonia	
<b>State/Country:</b>	MICHIGAN	
<b>Postal Code:</b>	48152	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	13750417
	<b>Application Number:</b>	14028286
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(858)638-5130	
<i>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.</i>		
<b>Phone:</b>	858-677-1400	
<b>Email:</b>	susan.reynolds@dlapiper.com	
<b>Correspondent Name:</b>	DLA PIPER LLP (US)	
<b>Address Line 1:</b>	4365 EXECUTIVE DRIVE, SUITE 1100	
<b>Address Line 4:</b>	SAN DIEGO, CALIFORNIA 92121	
<b>ATTORNEY DOCKET NUMBER:</b>	329034-593	
<b>NAME OF SUBMITTER:</b>	TROY ZANDER	
<b>SIGNATURE:</b>	/s/ Troy Zander	
<b>DATE SIGNED:</b>	04/17/2015	
<b>Total Attachments: 6</b> source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif		

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of March 23, 2015 by and between COMERICA BANK ("Bank") and PIVOT3, INC., a Delaware corporation ("Grantor"), and amends and restates, in its entirety, that certain Intellectual Property Security Agreement by and between Bank and Grantor dated as of November 12, 2009 (the "Original IP Security Agreement").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original IP Security Agreement. All security interests granted under the Original IP Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement and the Loan Agreement.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

816 CONGRESS AVE, SUITE 970  
AUSTIN, TX 78701

Address of Grantor:

6605 Cypresswood Drive  
Spring, TX 77379

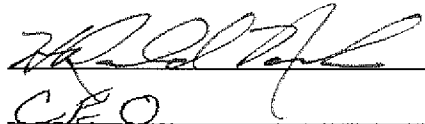
Attn: Chief Executive Officer

GRANTOR:

PIVOT3, INC.

By:

Title:

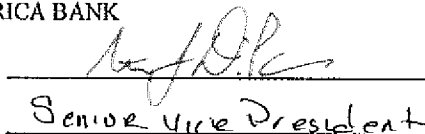
  
CEO

BANK:

COMERICA BANK

By:

Title:

  
Senior Vice President

Address of Bank:

39200 Six Mile Road, M/C 7578  
Livonia, Michigan 48152

Attn: National Documentation Services

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Initiator connection tag for simple table lookup	7472158	12/30/08
Expedited completion done messages, method and apparatus	7664896	2/16/10
Method and system for rebuilding data in a distributed raid system	8082393	12/20/11
Method and system for distributing commands to targets	8086797	12/27/11
Method and system for distributed raid implementation	8090909	1/3/12
Method and system for placement of data on a storage device	8127076	2/28/12
Method and system for rebuilding data in a distributed raid system	8140753	3/20/12
Method and system for initializing storage in a storage system	8145841	3/27/12
Method and system for protecting against multiple failures in a raid system	8176247	5/8/12
Method and system for execution of applications in conjunction with distributed raid	8219750	7/10/12
Method and system for data migration in a distributed raid implementation	8239624	8/7/12
Method and system for placement of data on a storage device	8255625	8/28/12
Method and system for distributed raid implementation	8261017	9/4/12
Method and system for distributing commands to targets	8271727	9/18/12
Method and system for rebuilding data in a distributed raid system	8316180	11/20/12
Method and system for initializing storage in a storage system	8316181	11/20/12
Method and system for protecting against multiple failures in a raid system	8386709	2/26/13
Method and system for execution of applications in conjunction raid	8417888	4/9/13
Method and system for distributed raid implementation	8527699	9/3/13
Method and system for distributed raid implementation	8621147	12/31/13
Fair multilevel arbitration system	10396872	3/26/03
Method and system for distributed raid implementation	13333615	12/21/11
Method and system for data migration in a distributed raid implementation	13543565	7/6/12
Method and system for execution of applications in conjunction with raid	13750417	1/25/13
Method and system for distributed raid implementation	14028286	9/16/13

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PIVOT3 VSTAC MANAGER	85387245	8/2/11
PIVOT3 VSTAC	85376484	7/20/11
PIVOT3	77440717	4/4/08
PIVOT3	77440712	4/4/08
PIVOT3	77437164	4/1/08