PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3347843

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ADAPTIVE COMPUTING ENTERPRISES, INC.	11/19/2014

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DRIVE
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054

PROPERTY NUMBERS Total: 66

Property Type	Number
Application Number:	11276853
Patent Number:	8782654
Patent Number:	8782120
Application Number:	13099116
Application Number:	11279007
Patent Number:	8370495
Patent Number:	7698430
Application Number:	13758164
Patent Number:	8782246
Patent Number:	8200824
Patent Number:	7774471
Application Number:	14154912
Patent Number:	8631130
Patent Number:	8782231
Patent Number:	8413155
Application Number:	13169417
Patent Number:	8504548
Application Number:	13959257
Patent Number:	8108869
Application Number:	13362243

Property Type	Number
Patent Number:	7356770
Patent Number:	8863143
Patent Number:	8549333
Patent Number:	8276008
Patent Number:	8271813
Patent Number:	8271807
Patent Number:	8245059
Application Number:	14043245
Application Number:	14081610
Application Number:	12855443
Application Number:	13949916
Patent Number:	7725583
Patent Number:	7620706
Application Number:	12573967
Patent Number:	8037475
Patent Number:	8572253
Patent Number:	7996455
Application Number:	14064251
Patent Number:	8763000
Application Number:	10589339
Application Number:	10530576
Patent Number:	8151103
Application Number:	13758182
Patent Number:	8370898
Application Number:	13269893
Application Number:	13418777
Application Number:	12503424
Patent Number:	7971204
Application Number:	13760600
Patent Number:	8850434
Patent Number:	8806492
Patent Number:	8176490
Application Number:	13949845
Application Number:	14106254
Patent Number:	8739173
Patent Number:	8341634
Patent Number:	7870552
Application Number:	14228454

Property Type	Number
Patent Number:	8150972
Patent Number:	7890629
Patent Number:	8271980
Application Number:	13621987
Patent Number:	8321871
Application Number:	13686045
Application Number:	10530580
Application Number:	11726852

CORRESPONDENCE DATA

Fax Number: (858)550-6420

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: 858-550-6403
Email: erin.obrien@cooley.com
Correspondent Name: ERIN O'BRIEN
Address Line 1: C/O COOLEY LLP
Address Line 2: 4401 EASTGATE MALL
Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	194491-1431 ADAP COMPUT
NAME OF SUBMITTER:	ERIN O'BRIEN
SIGNATURE:	/Erin O'Brien/
DATE SIGNED:	05/11/2015

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 19, 2014 by and between SILICON VALLEY BANK ("Bank") and ADAPTIVE COMPUTING ENTERPRISES, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of February 16, 2012, as amended by that certain First Amendment to Loan and Security Agreement dated as of December 18, 2012, that certain Second Amendment to Loan and Security Agreement dated as of February 5, 2014, and that certain Third Amendment and Forbearance to Loan and Security Agreement dated as of June 30, 2014 (as the same may from time to time be amended, modified, supplemented, or restated, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank and Grantor proposed to enter into that certain Fourth Amendment and Forbearance to Loan and Security Agreement dated as of November 19, 2014 (the "Fourth Amendment"). Bank is willing to enter into the Fourth Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement and the Fourth Amendment.

C. Pursuant to the terms of the Loan Agreement and Fourth Amendment, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement as amended by the Fourth Amendment, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with

and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement (as amended), which is hereby incorporated by reference. The provisions of the Loan Agreement (as amended) shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement (as amended) and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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.

GRANTOR:

ADAPTIVE COMPUTING ENTERPRISES, INC., a Delaware corporation

By: _____
Name: Alan D. Taylor
Title: CEO

BANK:

SILICON VALLEY BANK

By: _____
Title: _____
Title: Vice President

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

Title	Serial / Patent Number	Application / Issue Date
Automatic workload transfer to an on-demand center	11/276,853	03/16/06
Co-allocating a reservation spanning different compute resources types	8,782,654 **11/616,156**	07/15/14
Elastic management of compute resources between a web server and an on-demand Compute environment	8,782,120 **13/099,114**	07/15/14
Elastic management of compute resources between a web server and an on-demand compute environment	13/099,116	05/02/11
On-demand access to compute resources	11/279,007	04/07/06
On-demand compute environment	8,370,495 **12/752,622**	02/05/13
On-demand compute environment	7,698,430 **11/276,856**	04/13/10
On-demand compute environment	13/758,164	02/04/13
Optimized multi-component co-allocation scheduling with advanced reservations for Data transfers and distributed jobs	8,782,246 **13/493,300**	07/15/14
Optimized multi-component co-allocation scheduling with advanced reservations for Data transfers and distributed jobs	8,200,824 **12/842,636**	06/12/12
Optimized multi-component co-allocation scheduling with advanced reservations for Data transfers and distributed jobs	7,774,471 **11/763,010**	08/10/10
Reserving resources in an on-demand compute environment	14/154,912	01/14/14
Reserving resources in an on-demand compute environment from a local compute Environment	8,631,130 **11/276,855**	01/14/14
Simple integration of on-demand compute environment	8,782,231 **11/276,854**	07/15/14
System and method for a self-optimizing reservation in time of compute resources	8,413,155 **10/530,581**	04/02/13
System and method for co-allocating a reservation spanning different compute resources types	13/169,417	06/27/11

Title	Serial / Patent Number	Application / Issue Date
System and method for dynamically managing data centric searches	8,504,548 12/245,276	08/06/13
System and method for dynamically manging data centric searches	13/959,257	08/05/13
System and method for enforcing future policies in a compute environment	8,108,869 10/530,575	01/31/12
System and method for enforcing future policies in a compute environment	13/362,243	01/31/12
System and method for graphically managing and monitoring a compute environment	7,356,770 11/268,857	04/08/08
System and method for managing a hybrid compute environment	8,863,143 12/023,722	10/14/14
System and method for managing energy consumption in a compute environment	8,549,333 13/621,989	10/01/13
System and method for managing energy consumption in a compute environment	8,276,008 12/855,407	09/25/12
System and method for managing energy consumption in a compute environment	8,271,813 12/855,357	09/18/12
System and method for managing energy consumption in a compute environment	8,271,807 12/179,142	09/18/12
System and method for managing energy consumption in a compute environment	8,245,059 12/855,318	08/14/12
System and method for managing energy consumption in a compute environment	14/043,245	10/01/13
System and method for managing energy consumption in a compute environment	14/081,610	11/15/13
System and method for managing energy consumption in a compute environment	12/855,443	08/12/10
System and method for managing storage input/output for a compute environment	13/949,916	07/24/13
System and method for providing advanced reservations in a compute environment	7,725,583 11/751,899	05/25/10
System and method for providing advanced reservations in a compute environment	7,620,706 10/530,583	11/17/09
System and method for providing advanced reservations in a compute environment	12/573,967	10/06/09

Title	Serial / Patent Number	Application / Issue Date
System and method for providing dynamic provisioning within a compute environment	8,037,475 **11/155,091**	10/11/11
System and method for providing dynamic roll-back	8,572,253 **13/205,385**	10/29/13
System and method for providing dynamic roll-back reservations in time	7,996,455 **11/208,138**	08/09/11
System and method for providing dynamic roll-back reservations in time	14/064,251	10/28/13
System and method for providing intelligent pre-staging of data in a compute environment	8,763,000 **12/344,844**	06/24/14
System and method for providing intelligent pre-staging of data in a compute environment	10/589,339	03/11/05
System and method for providing multi-resource management support in a compute environment	10/530,576	03/11/05
System and method for providing object triggers	8,151,103 **10/530,578**	04/03/12
System and method for providing threhold-based access to compute resources	13/758,182	02/04/13
System and method for providing threshold-based access to compute resources	8,370,898 **11/155,347**	02/05/13
System and method fro providing dynamic provisioning within a compute environment	13/269,893	10/10/11
System and method of brokering cloud computing resources	13/418,777	03/13/12
System and method of brokering cloud computing resources	12/503,424	07/15/09
System and method of co-allocating a reservation spanning different compute Resources types	**8,418,186** **13/169,417**	04/09/13
System and method of co-allocating a reservation spanning different compute Resources types	7,971,204 **10/530,582**	06/28/11
System and method of co-allocating a reservation spanning different compute resources type	13/760,600	02/06/13
System and method of constraining auto live migration of virtual machines using Group tags	8,850,434 **13/618,896**	09/30/14

Title	Serial / Patent Number	Application / Issue Date
System and method of interfacing a workload manager and scheduler with an identity Manager	8,806,492 13/466,499	08/12/14
System and method of interfacing a workload manager and scheduler with an identity Manager	8,176,490 11/207,438	05/08/12
System and method of managing job preemption	13/949,845	07/24/13
System and method of performing a pre-reservation analysis to yield and improved fit of workload with the compute enivornment	14/106,254	12/13/13
System and method of providing a fixed time offset based dedicated co-allocation of a Common resource set	8,739,173 13/724,087	05/27/14
System and method of providing a fixed time offset based dedicated co-allocation of a Common resource set	8,341,634 12/987,631	12/25/12
System and method of providing a fixed time offset based dedicated co-allocation of a Common resource set	7,870,552 11/276,013	01/11/11
System and method of providing a fixed time offset based dedicated co-allocation of a common resource set	14/228,454	03/28/14
System and method of providing reservation masks within a compute environment	8,150,972 13/024,772	04/03/12
System and method of providing reservation masks within a compute environment	7,890,629 11/629,940	02/15/11
System and method of providing system jobs within a compute environment	8,271,980 11/718,867	09/18/12
System and method of providing system jobs within a compute environment	13/621,987	09/18/12
System and method of using transaction IDS for managing reservations of compute Resources within a compute environment	8,321,871 11/155,090	11/27/12
System and method of using transactions IDS for managing reservations of compute resources within a compute environment	13/686,045	11/27/12
System and method providing object messages in a compute environment	10/530,580	03/11/05
Virtual private cluster	11/276,852	03/16/06

EXHIBIT C

Trademarks

DESCRIPTION	Serial / Registration Number	Filing / Registration Date
BIG WORKFLOW	86/103,941	10/29/13
MOAB	3,218,599	03/13/07
ADAPTIVE COMPUTING	3,786,426	05/04/10

EXHIBIT D

Mask Works

None.