

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3383022

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURED PARTY BILL OF SALE
CONVEYING PARTY DATA	
Name	Execution Date
CORAID, INC.	04/15/2015
RECEIVING PARTY DATA	
Name:	INTERMODAL DATA, INC.
Street Address:	14 SUNSHINE AVE.
City:	SAUSALITO
State/Country:	CALIFORNIA
Postal Code:	94965
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	14687336
Application Number:	13926286
Application Number:	13950188
Application Number:	13794266
Patent Number:	8225013
Patent Number:	8499094
Patent Number:	8639976
Patent Number:	8989187
CORRESPONDENCE DATA	
Fax Number:	(212)536-3901
<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>	
Phone:	2125363900
Email:	NYPATENTS@KLGATES.COM
Correspondent Name:	ANDREW L. REIBMAN
Address Line 1:	599 LEXINGTON AVE
Address Line 2:	K&L GATES LLP
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	1402665.00001
NAME OF SUBMITTER:	ANDREW L. REIBMAN
SIGNATURE:	/Andrew L. Reibman/

PATENT

DATE SIGNED:	06/04/2015
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Total Attachments: 3

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SECURED PARTY BILL OF SALE

April 15, 2015

TRIPLEPOINT VENTURE GROWTH BDC CORP. (the "Lender"), as secured party to Coraid, Inc. ("Coraid"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to **INTERMODAL DATA, INC.**, a Delaware corporation (the "Buyer"), and its successors and assigns forever, pursuant to Sections 9610 and 9617 of the California Uniform Commercial Code (Cal. Com. Code §§ 9610 & 9617), all of the right, title and interest of Coraid and/or Lender in and to all of the personal property and assets of Coraid (collectively, the "Collateral"), including those which are listed on Schedule 1 attached hereto.

THE LENDER MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE, OR THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE COLLATERAL OR THE QUANTITY THEREOF, OR THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF A UCC WARRANTY), FITNESS FOR A PARTICULAR PURPOSE OR VALUE OF THE COLLATERAL AND THE COLLATERAL IS SOLD WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.

Buyer hereby agrees to pay all sales taxes levied because of the sale and hereby indemnifies Lender for all taxes, levies, charges and penalties.

On or after the date hereof, the Lender will, at the Buyer's sole expense, from time to time at the Buyer's reasonable request, execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance, assignment and transfer to the Buyer hereunder and otherwise in carrying out the intent and purposes of this Bill of Sale.

By acceptance of delivery of the Collateral, the Buyer acknowledges that it has either examined the Collateral as it fully desired or has been given the opportunity for such examination and has refused to make such examination.

IN WITNESS WHEREOF, the parties have executed this Secured Party Bill of Sale as of the date first set forth above.

TRIPLEPOINT VENTURE GROWTH BDC
CORP. (Lender)

By: 

Name: SCOTT TRIVONA

Title: President

INTERMODAL DATA, INC. (Buyer)

By: 

Name: Robert R. Tillman

Title: CEO

SCHEDULE 1

Collateral

The Collateral shall include all of Coraid's right, title and interest in, to and under the following property, whether tangible or intangible and wherever the same may be located:

- (a) All Receivables¹;
- (b) All Equipment;
- (c) All Fixtures;
- (d) All General Intangibles;
- (e) All Intellectual Property;
- (f) All Inventory;
- (g) All Investment Property;
- (h) All Deposit Accounts;
- (i) All Cash (other than cash held in escrow or retainer accounts);
- (j) All commercial tort claims;
- (k) All Goods and personal property, whether tangible or intangible and whether owned, leased or consigned; and
- (l) To the extent not otherwise included, all proceeds of each of the foregoing and all accession to, substitutions and replacements for, rents profits and products of each of the foregoing.

¹ This and other capitalized terms used herein without definition shall have the meanings provided therefor under the Plain English Growth Capital Loan and Security Agreement, dated as of December 24, 2013, by and between the Lender and Coraid.