

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3440833

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
QUORUMLABS, INC.	07/08/2015
RECEIVING PARTY DATA	
Name:	FIFTH STREET FINANCE CORP.
Street Address:	777 WEST PUTNAM AVENUE, 3RD FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8055937
Patent Number:	8738958
CORRESPONDENCE DATA	
Fax Number:	(714)546-9035
<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:	(714) 641-5100
Email:	patents@rutan.com
Correspondent Name:	RUTAN & TUCKER
Address Line 1:	611 ANTON BOULEVARD, SUITE 1400
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	024969-0188
NAME OF SUBMITTER:	HANI Z. SAYED, REG. NO. 52,544
SIGNATURE:	/Hani Z. Sayed/
DATE SIGNED:	07/15/2015
Total Attachments: 6	
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**PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

PATENT COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of July 8, 2015, between QUORUMLABS, INC., a Delaware corporation (“Assignor”), and FIFTH STREET FINANCE CORP., a Delaware corporation, as Agent for certain Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, “Agent”).

WHEREAS, the Assignor is the owner of the Patents (as defined in the Loan and Security Agreement referenced herein) including those listed on Schedule A hereto; and

WHEREAS, Assignor, Agent, certain other borrowers and certain other Lenders are party to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the “Loan and Security Agreement”);

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to Agent this Patent Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor’s personal property and fixture assets, including without limitation the Patents (as defined in the Loan and Security Agreement) including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Patent Agreement is supplemental to the provisions contained in the Loan and Security Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Patent Agreement:

Proceeds. Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Patent Collateral, any value received as a consequence of the ownership, possession, use or practice of any Patent Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other involuntary conversion

of whatever nature of any right, interest, asset or property which constitutes all or any part of the Patent Collateral.

PTO. The United States Patent and Trademark Office.

Patent Agreement. This Patent Collateral Assignment and Security Agreement, as amended and in effect from time to time.

Patent Collateral. All of the Assignor's right, title and interest in and to all of the Patents (as defined in the Loan and Security Agreement), including those listed on Schedule A attached hereto, the Patent Rights and Proceeds therein.

Patent Rights. Any and all past, present or future rights in, to and associated with the Patents throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign patent law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Patents, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Patents, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals of Patents, including those listed on Schedule A.

Secured Parties. Collectively, the Lenders, the Agent and any other holder from time to time of the Obligations or any part thereof.

2. Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Patent Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE PATENTS.

3. Acknowledgement of Loan and Security Agreement. This Patent Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In

the event of any conflict between the terms of this Patent Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

4. **Termination.** On the Termination Date, this Patent Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Patent Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Patent Agreement, as fully as if this Patent Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Loan and Security Agreement.

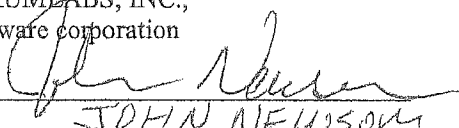
[signatures on next page]

SIGNATURE PAGE TO PATENT COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Patent Agreement has been executed as of the day and year first above written.

“ASSIGNOR”

QUORUMLABS, INC.,
a Delaware corporation

By: 
Name: JOHN NEWSON
Title: CEO

“AGENT”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By: _____
Ivelin M. Dimitrov
Chief Investment Officer

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AND SECURITY AGREEMENT

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“ASSIGNOR”

QUORUMLABS, INC.,
a Delaware corporation

By: _____

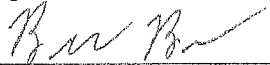
Name: _____

Title: _____

“AGENT”

FIFTH STREET FINANCE CORP.,
a Delaware corporation

By: Fifth Street Management LLC,
a Delaware limited liability company,
its Agent

By:  _____

Bernard D. Berman
President

SCHEDULE A

Patents and Patent Applications

<u>Title</u>	<u>Status</u>	<u>Jurisdiction</u>	<u>Patent #</u>	<u>Grant Date</u>	<u>Application Number</u>	<u>Application Date</u>
High Availability and Disaster Recovery Using Virtualization	Granted	United States	8,055,937	11/08/2011	12/645,266	12/22/2009
Recovery Node Testing	Granted	United States	8,738,958	05/27/2014	13/164,752	06/20/2011