

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4229829

<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>
SCALE COMPUTING, INC.	01/11/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PACIFIC WESTERN BANK
<b>Street Address:</b>	406 BLACKWELL STREET
<b>Internal Address:</b>	SUITE 240
<b>City:</b>	DURHAM
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	27701
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8639971
Patent Number:	8949305
Patent Number:	9077665
Patent Number:	9104651
Patent Number:	9348526
Patent Number:	9436386
Application Number:	14320427
Application Number:	15136831
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(919)354-1278
<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>	919-314-3086
<b>Email:</b>	diligencereview@square1bank.com
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK
<b>Address Line 1:</b>	406 BLACKWELL STREET
<b>Address Line 2:</b>	SUITE 240
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE
<b>SIGNATURE:</b>	/NicholasNance-adb/

PATENT

<b>DATE SIGNED:</b>	01/18/2017
<b>Total Attachments: 6</b> source=Scale IPSA_fully executed#page1.tif source=Scale IPSA_fully executed#page2.tif source=Scale IPSA_fully executed#page3.tif source=Scale IPSA_fully executed#page4.tif source=Scale IPSA_fully executed#page5.tif source=Scale IPSA_fully executed#page6.tif	

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of January 11, 2017 by and between **PACIFIC WESTERN BANK**, a California state chartered bank ("**Bank**"), and **SCALE COMPUTING, INC.**, a Delaware corporation ("**Grantor**").

### **RECITALS**

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 2, 2015 (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).

B. Bank is willing to extend and to continue to extend financial accommodations 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.

C. 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 Bank and Grantor, 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 (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 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.

**SIGNATURE PAGE FOLLOWS**

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:**

Address of Grantor:

**SCALE COMPUTING, INC.**

5225 Exploration Drive  
Indianapolis, IN 46241

By: 

Name: Thomas S. Harvey

Title: CFO, Scale Computing, Inc.

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

406 Blackwell Street, Suite 240  
Durham, NC 27701  
Attn: Legal Department

By: 

Name: Jeffrey J. Lyza

Title: Managing Director, Secured  
division of Pacific Western Bank

**EXHIBIT A**  
**COPYRIGHTS**

<b>Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
NONE.		

**EXHIBIT B****PATENTS**

<b>Description</b>	<b>Application Number OR Patent Number</b>	<b>Application OR Filing Date</b>
CONDITION DETECTION AND REPORTING IN COMPLEX SYSTEMS	8639971	1/28/2014
DISTRIBUTED DYNAMIC SYSTEM CONFIGURATION	8949305	2/3/2015
TRANSFERRING VIRTUAL MACHINES AND RESOURCE LOCALIZATION IN DISTRIBUTED FAULT-TOLERANT SYSTEM	9077665	7/7/2015
TECHNIQUES FOR DISTRIBUTING TESTS AND TEST SUITES ACROSS A NETWORK	9104651	8/11/2015
PLACEMENT ENGINE FOR BLOCK DEVICE	9348526	5/24/2016
SHARED REFERENCE COUNTERS AMONG A PLURALITY OF VIRTUAL STORAGE DEVICES	9436386	9/6/2016
EFFICIENT MIGRATION OF VIRTUAL STORAGE DEVICES TO A REMOTE NODE USING SNAPSHOTS	14320427	6/30/2014
PLACEMENT ENGINE FOR A BLOCK DEVICE	15136831	4/22/2016

**EXHIBIT C**  
**TRADEMARKS**

<b>Description</b>	<b>Registration/ Application Number</b>	<b>Registration/ Application Date</b>
HC3	85867503	3/5/2013
VINO & VIRTUALIZATION	85202876	12/21/2010
ICOS	85193813	12/9/2010
ICOS TECHNOLOGY	85191864	12/7/2010
SCALE COMPUTING	77818553	9/2/2009