# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4383602

| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT |

## CONVEYING PARTY DATA

| Name | Execution Date |
| --- | --- |
| REDIS LABS LTD. | 04/24/2017 |

## RECEIVING PARTY DATA

| | |
| --- | --- |
| **Name:** | SILICON VALLEY BANK |
| **Street Address:** | 3003 TASMAN DR |
| **Internal Address:** | HF 150 |
| **City:** | SANTA CLARA |
| **State/Country:** | CALIFORNIA |
| **Postal Code:** | 95054 |

## PROPERTY NUMBERS Total: 11

| Property Type | Number |
| --- | --- |
| Patent Number: | 8972488 |
| Patent Number: | 8595268 |
| Application Number: | 14064891 |
| Patent Number: | 9436710 |
| Application Number: | 61616425 |
| Application Number: | 61802158 |
| Patent Number: | 8954478 |
| Application Number: | 14590679 |
| Application Number: | 14536351 |
| Application Number: | 15183689 |
| Application Number: | 15255680 |

## CORRESPONDENCE DATA

**Fax Number:**          (800)494-7512

*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:**          (202) 265-1516
**Email:**          ipteam@nationalcorp.com
**Correspondent Name:**          MARYNA KOBERIDZE
**Address Line 1:**          1025 VERMONT AVE NW #1130

| | |
|---|---|
| **Address Line 2:** | NATIONAL CORPORATE RESEARCH, LTD. |
| **Address Line 4:** | WASHINGTON, D.C. 20005 |

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | F169798 |
| **NAME OF SUBMITTER:** | MATTHEW R. PIERCE |
| **SIGNATURE:** | /Matthew R. Pierce/ |
| **DATE SIGNED:** | 04/25/2017 |

**Total Attachments: 6**
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# FIRST AMENDMENT TO
# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This First Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of April 24, 2017, by and between **REDIS LABS LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 28 Habarzel St., Tel-Aviv 6971040, Israel ("Grantor") and **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

## W I T N E S S E T H:

WHEREAS, Grantor executed and delivered an Intellectual Property Security Agreement dated as of June 23, 2015 (as amended, the "IP Agreement") in favor of Bank, pursuant to which Grantor pledged, granted and assigned a security interest in favor of Bank in the Intellectual Property Collateral; and

WHEREAS, Grantor and Bank wish to amend the provisions of the IP Agreement as set forth herein.

NOW, THEREFORE, it is hereby agreed as follows:

1.  Definitions.  All capitalized terms herein and not otherwise defined herein shall have the same meaning herein as in the IP Agreement.

2.  Amendment to Recital A.  Recital A of the IP Agreement is hereby amended by deleting the text "Grantor and **REDIS LABS, INC.**, a Delaware corporation ("US Borrower") (Grantor and US Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof" and inserting in lieu thereof the text "(i) Grantor, (ii) **REDIS LABS, INC.**, a Delaware corporation ("US Borrower") and (iii) **REDIS LABS UK LTD**, a company registered under the laws of England and Wales under company number 10520215 ("UK Borrower") (Grantor, US Borrower and UK Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank and Borrower dated as of April 24, 2017".

3.  Exhibit B to the IP Agreement is hereby replaced by Exhibit A to this Amendment.

4.  Miscellaneous:

    a.  Except as provided herein, all terms and conditions of the IP Agreement (including its exhibits) remain in full force and effect.  Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.

    b.  This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

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[signature page follows]

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IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

REDIS LABS LTD

By:

Name: Ofer Bengal

Title: CEO

"Bank"

SILICON VALLEY BANK

By:

Name:

Title:

[Signature page – First Amendment to Intellectual Property Security Agreement - Redis Labs Ltd. – dated ~~March 31~~, 2017]
April 24,

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IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

REDIS LABS LTD

By:_____

Name:_____

Title:_____


"Bank"

SILICON VALLEY BANK

By:_Dan/ Da_____

Name:_Daniel D........_____

Title:_V P_____

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| Description | Registration/ Application Number | Jurisdiction | Registration / Application Date |
|---|---|---|---|
| System, Methods, and Media for Providing In-Memory Non-Relational Databases | 13/247,371 Pat. #: 8,972,488 | USA | Filed on: 09/28/2011 Grant date: 03/03/2015 |
| System, Methods, and Media for Compressing Non-Relational Database Objects | 13/247,263 Pat. #: 8,595,268 | USA | Filed on: 09/28/2011 Grant date: 11/26/2013 |
| System, Methods, and Media for Compressing Non-Relational Database Objects | 14/064,891 | USA | Filed on: 10/28/2013 |
| System, Methods and Media for Managing an In-Memory NOSQL Database | 13/853,030 Pat. #: 9,436,710 | USA | Filed on: 03/28/2013 Grant date: 09/06/2016 |
| System, Methods and Media for Efficiently Managing Ram Resources of In-Memory NOSQL Cluster (Provisional patent application) | 61/616,425 | USA | Filed on: 03/28/2012 |
| System, Methods, And Media For Managing Ram Resources For In-Memory NOSQL Databases (Provisional patent application) | 61/802,158 | USA | Filed on: 03/15/2013 |
| Systems, methods, and media for managing RAM resources for in-memory NoSQL databases | 13/853,011 Pat. #: 8,954,478 | USA | Filed on: 03/28/2013 Grant date: 02/10/2015 |

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|---|---|---|---|
| Systems, Methods, and Media for Managing Ram Resources for In-Memory NOSQL Databases | 14/590,679 | USA | Filed on: 01/06/2015 |
| Systems, methods, and media for presenting metric data (recently filed and therefore not yet published) | 14/536,351 | USA | Filed on: 11/07/2014 |
| Methods, Systems, and Media for providing distributed database access during a network split | 15/183,689 | USA | Filed on: 06/15/2016 |
| System, Methods and Media for Managing an In-Memory NOSQL Database | 15/255,680 | USA | Filed on: 09/02/2016 |

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