504384964 05/25/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4431660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
DATTO, INC.	05/25/2017

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
Street Address:	IL1-1145/54/63, P.O. BOX 6026
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60680-6026

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	9053216
Patent Number:	9594636
Patent Number:	9323638
Application Number:	14207184
Application Number:	14490884
Application Number:	62103447
Application Number:	62408940
Application Number:	15085397
Application Number:	15420506
Application Number:	62141455
Application Number:	62175669
Application Number:	62180055
Application Number:	62248099

CORRESPONDENCE DATA

Fax Number: (312)993-9767

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: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: ZEYNEP GIESEKE

Address Line 1: 330 N. WABASH AVENUE, SUITE 2800

REEL: 042510 FRAME: 0073

PATENT

504384964

	ATHAM & WATKINS LLP CHICAGO, ILLINOIS 60611	
ATTORNEY DOCKET NUMBER:	049067-0184	
NAME OF SUBMITTER:	ZEYNEP GIESEKE	
SIGNATURE:	/zg/	
DATE SIGNED:	05/25/2017	

Total Attachments: 5

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EXECUTION VERSION

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of May 25, 2017 by and from DATTO, INC., a Delaware corporation ("Datto"), Open Mesh, Inc., an Oregon corporation and subsidiary of Datto ("Open Mesh"), and Backupify, Inc., a Delaware corporation and subsidiary of Datto ("Backupify" and, together with Datto and Open Mesh, collectively, the "Grantors"), to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Datto, the Lenders and the Grantee have entered into a Credit Agreement dated May 25, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Open Mesh and Backupify have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated May 25, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Grantors have entered into a Pledge and Security Agreement dated May 25, 2017 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Grantee a security interest in the Patents listed on <u>Exhibit A</u> attached hereto, which Patents are issued by or pending applications before the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.
- The Security Interest. Each Grantor hereby pledges, assigns and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, to secured the prompt and complete payment and performance of the Secured Obligations, a security interest in (1) all of such Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by such Grantor, including the Patents listed on Exhibit A attached hereto, together with (2) all inventions or designs claimed therein; (3) all reissues, divisions, continuations, renewals, extensions, and continuations-

in-part thereof; (4) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (5) all rights to sue for past, present, and future infringements thereof; and (6) all rights corresponding to any of the foregoing throughout the world.

- 3) <u>Counterparts</u>. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.
- 4) <u>Governing Law</u>. This Confirmatory Grant and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

2

IN WITNESS WHEREOF, the Grantors have executed this Confirmatory Grant effective as of the date first written above.

/---,---

Name: Austin McChord

Title: President and Chief Executive Officer

OPEN MESH, INC

Name: Austin McChord

Title: President and Chief Executive Officer

BACKUPIFY, INC.

Name: Austin McChord

Title: President

Signature Page to Confirmatory Grant of Security Interest in United States Patents

CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

Datto, Inc.

Country	Title	App. No. / Publication No. / Patent No.	App. Date / Publication Date / Issue Date
United States	CPU register assisted virtual machine screenshot capture timing apparatuses, methods and systems.	9,053,216	June 9, 2015
United States	Imaged backup drive content metadata representation creation and searching methods	14/207,184	03/12/2014
United States	Imaged backup drive content metadata representation creation and searching methods.	14/490,884	09/19/2014
United States	Management of data replication and storage apparatuses, methods and systems.	9,594,636	March 14, 2017
United States	Reliable configuration of remote network traffic routing devices on untrusted networks apparatuses, methods and systems.	62/103,447	01/14/2015
United States	Systems and methods for detecting ransomware infection.	62/408,940	10/17/2016
United States	Apparatuses, methods and systems for determining a virtual machine state based on CPU registers.	9,323,638	April 26, 2016
United States	Apparatuses, methods and systems for determining a virtual machine state.	15/085,397	03/30/2016
United States	Management of data replication and storage apparatuses, methods and systems.	15/420,506	01/31/2017
United States	Apparatuses, methods, and systems for preserving data and data	62/141,455	04/01/2015

	access privileges in a cross-platform client server.		
United States	Methods, systems and apparatuses for managing prioritization time-based processes.	62/175,669	06/15/2015
United States	Systems, apparatus and methods for facilitating comprehensive data backup solutions.	62/180,055	06/16/2015
United States	Apparatuses, methods, and systems for facilitating reverse roundtrip transmissions of storage data.	62/248,099	10/29/2015

Backupify, Inc.

Country	Title	Publication No. / Patent No.	Publication Date / Issue Date
United States	Methods and apparatus for restoring a user-selected subset of application data from a remote location	61/589,053	01/20/2012
United States	Methods and apparatus for restoring a user- selected subset of application data	13/746,763	01/22/2013

Open Mesh, Inc.

Country	Title	Publication No. /	Publication Date /
		Patent No.	Issue Date
United States	Housing for a network	D730,349	May 26, 2015
	device.		
United States	Housing for a network	D708,611	July 8, 2014
	device.		

PATENT REEL: 042510 FRAME: 0079

RECORDED: 05/25/2017