PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4451406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ELASTIFILE LTD	06/08/2017

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	275 GROVE STREET, SUITE 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	9465558
Patent Number:	9524109
Application Number:	14595236
Application Number:	15075157
Application Number:	15213426
Application Number:	15000044
Application Number:	15259071
Application Number:	15278040
Application Number:	15406724
Application Number:	62441391

CORRESPONDENCE DATA

Fax Number:

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:	202-370-4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	DARLENA BARI STARK
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F170647

NAME OF SUBMITTER:	LISA A. COBBETT
SIGNATURE:	/Lisa A. Cobbett/
DATE SIGNED:	06/08/2017

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 8, 2017 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **ELASTIFILE LTD**, a company organized under the laws of the State of Israel, with its principal place of business at 8 Abba Even Street, Herzelia 46733, Israel ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **ELASTIFILE, 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 (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). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank under the Loan Documents.

B. Pursuant to the terms of the Loan Agreement and the Debentures, 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 Borrower's obligations to Bank under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank under the Loan Documents, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or owned by Grantor, including without limitation those copyrights which are registered with the United States Copyright Office, if any, set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or owned by Grantor;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or owned by Grantor;

(d) All patents, patent applications and like protections now or hereafter existing, created, acquired or owned by Grantor, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights created, acquired or owned by Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those trademark and servicemark registrations or applications, if any, set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired by Grantor, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all Grantor's claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

7. Termination. This Agreement and the security interest granted hereunder shall terminate automatically upon the termination of the Loan Agreement and the Debentures and Bank's security interests granted under the Loan Agreement and the Debentures. Upon such termination, Bank shall, at Grantor's sole cost and expense, execute and deliver to Grantor all documents and other instruments, and take such other reasonable actions, as may be necessary to evidence the termination of the security interest granted hereunder.

[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:

ELASTIFILE LTD

By: ______________________

Name: Amir Aharoni

Title: CEO

BANK:

SILICON VALLEY BANK

By: ______________________

Name: ______________________

Title: ______________________

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:

ELASTIFILE LTD

By:______________________________
Name:____________________________
Title:_____________________________

BANK:

SILICON VALLEY BANK

By: [signature]
Name: Daniel Donovan
Title: VP

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
NONE		

EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
Distributed file system with speculative writing	9,465,558	October 11, 2016
Tiered data storage in flash memory based on write activity	9,524,109	December 20, 2016
DISTRIBUTED FILE SYSTEM FOR VIRTUALIZED COMPUTING CLUSTERS	14/595,236	January 13, 2015
SSD WITH NON-BLOCK FLUSH COMMAND	15/075,157	March 20, 2016
HIGH-PERFORMANCE DISTRIBUTED CACHING	15/213,426	July 19, 2016
USAGE OF SSD NVDRAM BY UPPER SOFTWARE LAYERS	15/000,044	January 19, 2016
DISTRIBUTED MANAGEMENT OF FILE MODIFICATION-TIME FIELD	15/259,071	September 8, 2016
FILE SYSTEMS WITH GLOBAL AND LOCAL NAMING	15/278,040	September 28, 2016
OBJECT STORAGE IN CLOUD WITH REFERENCE COUNTING USING VERSIONS	15/406,724	January 15, 2017
BIZUR: A KEY VALUE CONSENSUS ALGORITHM FOR SCALABLE FILE SYSTEMS	62/441,391	January 1, 2017

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
ELASTIFILE	87428604	April 27, 2017
ELASTIFILE	87428583	April 27, 2017

EXHIBIT D

Mask Works

Description	Registration/ Application Number	Registration/ Application Date
NONE		

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