

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4496502

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	UNITRENDS, INC.	06/08/2015
RECEIVING PARTY DATA		
Name:	PACIFIC WESTERN BANK, AS SUCCESSOR IN INTEREST TO SQUARE 1 BANK	
Street Address:	406 BLACKWELL STREET	
Internal Address:	SUITE 240	
City:	DURHAM	
State/Country:	NORTH CAROLINA	
Postal Code:	27701	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8135748
	Patent Number:	8682862
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	919-314-3086	
Email:	diligencereview@square1bank.com	
Correspondent Name:	PACIFIC WESTERN BANK	
Address Line 1:	406 BLACKWELL STREET	
Address Line 2:	SUITE 240	
Address Line 4:	DURHAM, NORTH CAROLINA 27701	
NAME OF SUBMITTER:	NICHOLAS NANCE	
SIGNATURE:	/NICHOLASNANCE-TKF/	
DATE SIGNED:	07/10/2017	
Total Attachments: 6		
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PATENT

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2015 by and between SQUARE 1 BANK ("Agent") and UNITRENDS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Square 1 Bank and Alexandria Equities, LLC (collectively, "Lenders") have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Square 1 Bank, Alexandria Equities, LLC, Grantor and Unitrends Holdings Corporation dated of even date herewith (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 or among Grantor, Agent and Lenders, 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 or among Grantor, Agent and Lenders, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding any U.S. intent-to-use trademark applications unless and until a Statement of Use of Amendment to Allege Use shall have been filed in and accepted by the U.S. Patent and Trademark Office), 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 Agent under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, 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 applications and registrations owned by Grantor and issued or pending in either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

200 Wheeler Road
North Tower, 2d Floor
Burlington, Massachusetts 01803

Attn: Chief Executive Officer

UNITRENDS, INC.

By:



Title:

Chief Financial Officer, Treasurer and Secretary

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By:

Title:

[Signature Page to Intellectual Property Security Agreement]

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PATENT
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Address of Grantor:

200 Wheeler Road
North Tower, 2d Floor
Burlington, Massachusetts 01803

Attn: Chief Executive Officer

UNITRENDS, INC.

By: _____

Title: _____

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By: Ben Patti

Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Obion development tool kit Obion development tool kit	TX0005306475	10/30/00
Backup professional: BP	TX0005306476	10/30/00
SCSI tape commander	TX0005306481	10/30/00
PC parachute	TXu000979606	10/30/00

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and method for backing up computer data	11677691	2/22/07
Virtual machine data replication	8135748	3/13/12
Virtual machine file-level restoration	8682862	3/25/14
Virtual machine data backup	12758245	4/12/10
Virtual machine data replication	13414119	3/7/12
Systems and methods for backing up a live virtual machine	14268067	5/2/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
UNITRENDS FREE	86614368	4/29/15
ENTERPRISE BACKUP	85624944	5/14/12
SIMPLY SCALABLE	85611604	4/30/12
UNITRENDS	85450193	10/18/11
RTA CALCULATOR	86123785	11/20/13
CLOUDHOOK	85880001	3/19/13
PHD VIRTUAL	85058669	6/9/10
PHD VIRTUAL	85058639	6/9/10
RECOVERY MANAGEMENT SUITE	86119907	11/15/13
BCDR LINK	86259296	4/22/14