

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT4496583

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Execution Date
VERITAS TECHNOLOGIES LLC	06/30/2017

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	135 S. LASALLE ST.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603

PROPERTY NUMBERS Total: 33

Property Type	Number
Application Number:	15596992
Application Number:	15594554
Application Number:	15594471
Application Number:	15585191
Application Number:	15582625
Application Number:	15581320
Application Number:	15492674
Application Number:	15491626
Application Number:	15476447
Application Number:	15476415
Application Number:	15475514
Application Number:	15476173
Application Number:	15476343
Application Number:	15474779
Application Number:	15472271
Application Number:	15472268
Application Number:	15472393
Application Number:	15472231
Application Number:	15472197
Application Number:	15471191

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Property Type	Number
Application Number:	15469157
Application Number:	15465572
Application Number:	15465570
Application Number:	15456702
Application Number:	15445113
Application Number:	15445184
Application Number:	15441216
Application Number:	15431971
Application Number:	15432582
Application Number:	15432614
Application Number:	15428134
Application Number:	15252439
PCT Number:	US2017033951

CORRESPONDENCE DATA

Fax Number: (650)251-5002
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: (650) 251-5106
Email: ksolomon@stblaw.com
Correspondent Name: AMBER HAREZLAK, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 2475 HANOVER STREET
Address Line 4: PALO ALTO, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	007751/0151
NAME OF SUBMITTER:	AMBER HAREZLAK
SIGNATURE:	/ah/
DATE SIGNED:	07/10/2017

Total Attachments: 7
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PATENT SECURITY AGREEMENT SUPPLEMENT

This PATENT SECURITY AGREEMENT SUPPLEMENT (this “Patent Security Agreement Supplement”) dated June 30, 2017, is made by VERITAS TECHNOLOGIES LLC (the “Grantor”) in favor of Bank of America, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, VERITAS BERMUDA LTD., a Bermuda exempted company (the “Bermuda Borrower”), VERITAS US INC., a corporation organized under the laws of Delaware (the “U.S. Borrower” and, together with the Bermuda Borrower, the “Borrowers”), and VERITAS BERMUDA INTERMEDIATE HOLDINGS LTD., a Bermuda exempted company (“Holdings”) have entered into the Credit Agreement dated as of January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders and BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered or otherwise become bound by that certain Security Agreement dated January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Patent Security Agreement dated January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this Patent Security Agreement Supplement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) all patents and patent applications including but not limited to those set forth in Schedule A hereto and all inventions claimed or disclosed therein and all improvements thereto (the “Patents”);
- (ii) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, ;
- (iii) all rights in the foregoing corresponding thereto throughout the world;

(iv) all agreements granting to the Grantor, or pursuant to which the Grantor grants to any other Person rights in any of the foregoing ("IP Agreements");

(v) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral," shall not include any Excluded Property.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Patent Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This Patent Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc. (a) THIS PATENT SECURITY AGREEMENT SUPPLEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PATENT SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS PATENT SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS PATENT SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VERITAS TECHNOLOGIES LLC, as Grantor

By: 

Name: Michelle VonderHaar

Title: Secretary

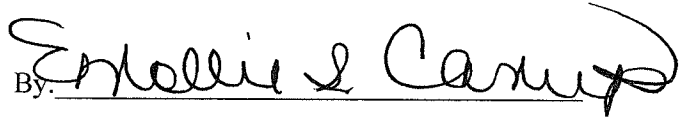
Address for Notifications:

500 E Middlefield Road

Mountain View, CA 94043

Acknowledged by:

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Mollie S. Canup

Title: Vice President

SCHEDULE A

United States Patent Applications

Title	App. No.	App. Date	Registered Owner	Status
Systems and Methods for Load Balancing Backup Data	15,596,992	2017-05-16	Veritas Technologies LLC	Application
Systems and Methods for Efficient Archiving of Related Electronic Messages	15/594,554	2017-05-12	Veritas Technologies LLC	Application
Systems and Methods for File System Metadata Analytics	15/594,471	2017-05-12	Veritas Technologies LLC	Application
Systems and Methods for Automatically Labeling Documents	15/585,191	2017-05-03	Veritas Technologies LLC	Application
Systems and Methods for Generating a Topic Tree for Digital Information	15/582,625	2017-04-29	Veritas Technologies LLC	Application
Improving Backup Performance After Backup Failure	15/581,320	2017-04-28	Veritas Technologies LLC	Application
Systems and Methods for Evaluating and Storing Data Items	15/492,674	2017-04-20	Veritas Technologies LLC	Application
Systems and Methods for Reducing Data Fragmentation	15/491,626	2017-04-19	Veritas Technologies LLC	Application
Coherency Across Disjoint Caches in Clustered Environments	15/476,447	2017-03-31	Veritas Technologies LLC	Application
Input/Output (I/O) Fencing Without Dedicated Arbitrators	15/476,415	2017-03-31	Veritas Technologies LLC	Application
Method and System of Seamlessly Reconfiguring a Data Center After a Failure	15/475,514	2017-03-31	Veritas Technologies LLC	Application
Method to Use Previously-Occupied Inodes and Associated Data Structures to Improve File Creation Performance	15/476,173	2017-03-31	Veritas Technologies LLC	Application
Systems and Methods for Provisioning Containers in Computer Clusters	15/476,343	2017-03-31	Veritas Technologies LLC	Application
Framework to Facilitate Taking Snapshots of Web Application on Demand	15/474,779	2017-03-30	Veritas Technologies LLC	Application
Systems and Methods for Caching in an Erasure-Coded System	15/472,271	2017-03-29	Veritas Technologies LLC	Application
Systems and Methods for Performing Node Failovers	15/472,268	2017-03-29	Veritas Technologies LLC	Application
Systems And Methods For Selecting A Set Of Storage Nodes For Use In Reconstructing Data On A Faulted Node In An Erasure-Coded System	15/472,393	2017-03-29	Veritas Technologies LLC	Application
Systems and Methods for Detecting Suspicious Users on Networks	15/472,231	2017-03-28	Veritas Technologies LLC	Application
Systems and Methods for Managing Quality of Service	15/472,197	2017-03-28	Veritas Technologies LLC	Application
Systems and Methods for Managing Quality of Service	15/471,191	2017-03-28	Veritas Technologies LLC	Application

[Schedule A to Patent Security Agreement]

PATENT
REEL: 043141 FRAME: 0410

Title	App. No.	App. Date	Registered Owner	Status
Systems and Methods for Data Placement in Container-Based Storage Systems	15/469,157	2017-03-24	Veritas Technologies LLC	Application
Systems and Methods for Distributing Configuration Templates With Application Containers	15/465,572	2017-03-21	Veritas Technologies LLC	Application
Systems and Methods for Using Dynamic Templates to Create Application Containers	15/465,570	2017-03-21	Veritas Technologies LLC	Application
Systems And Methods For Creating A Data Volume From Within A Software Container And Initializing The Data Volume With Data	15/456,702	2017-03-13	Veritas Technologies LLC	Application
Container Reclamation Using Probabilistic Data Structures	15/445,113	2017-02-28	Veritas Technologies LLC	Application
Improving Extent Map Performance	15/445,184	2017-02-28	Veritas Technologies LLC	Application
Systems and Methods for Ensuring Right-To-Erase Compliance During Data Recovery	15/441,216	2017-02-23	Veritas Technologies LLC	Application
Systems and Methods for Building an Extract, Transform, Load Pipeline	15/431,971	2017-02-14	Veritas Technologies LLC	Application
Systems and Methods for Completing Sets of Computing Tasks	15/432,582	2017-02-14	Veritas Technologies LLC	Application
Systems and Methods for Performing Storage Location Virtualization	15/432,614	2017-02-14	Veritas Technologies LLC	Application
Systems and Methods for Automatically Linking Data Analytics to Storage	15/428,134	2017-02-08	Veritas Technologies LLC	Application
Application Aware Input/Output Fencing	15/252,439	2016-08-31	Veritas Technologies LLC	Application
Improving Throughput in OpenFabrics Environments	PCT/US17/033951	2017-05-23	Veritas Technologies LLC	Application

[Schedule A to Patent Security Agreement]