

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4765195

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
EFOLDER, INC.		07/25/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS AGENT	
<b>Street Address:</b>	2450 COLORADO AVENUE, SUITE 3000W	
<b>City:</b>	SANTA MONICA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	90404	
<b>PROPERTY NUMBERS Total: 26</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	15295276	
Patent Number:	8924360	
Patent Number:	9235474	
Patent Number:	8589350	
Patent Number:	8886611	
Patent Number:	8954544	
Patent Number:	9397907	
Patent Number:	9292153	
Patent Number:	9213607	
Patent Number:	9104621	
Patent Number:	9559903	
Patent Number:	9705730	
Patent Number:	9785647	
Application Number:	14864850	
Application Number:	13671498	
Application Number:	14522527	
Application Number:	14977607	
Application Number:	14977614	
Application Number:	14929335	
Application Number:	14929336	

PATENT

Property Type	Number
Application Number:	14977581
Application Number:	14970480
Application Number:	14971832
Application Number:	15019951
Application Number:	15360836
Application Number:	15599417

#### CORRESPONDENCE DATA

**Fax Number:** (312)863-7806

*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:** 312-863-7198

**Email:** nancy.brougher@goldbergkohn.com

**Correspondent Name:** NANCY BROUGHER, PARALEGAL

**Address Line 1:** GOLDBERG KOHN LTD.

**Address Line 2:** 55 EAST MONROE STREET, SUITE 3300

**Address Line 4:** CHICAGO, ILLINOIS 60603

**ATTORNEY DOCKET NUMBER:** 1989.487

**NAME OF SUBMITTER:** NANCY BROUGHER

**SIGNATURE:** /njb/

**DATE SIGNED:** 01/08/2018

#### Total Attachments: 8

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 25th day of July, 2016, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 25, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among eFolder, Inc., a Delaware corporation, as borrower ("Borrower") the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of July 25, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Patent Security Agreement as the

"Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

EFOLDER, INC.,  
a Delaware corporation

By: 

Name: Kevin Hoffman

Title: CEO

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT  
REEL: 044563 FRAME: 0638

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association

By: 

Name: Brian Velardo

Title: Authorized Signatory

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT]

PATENT  
REEL: 044563 FRAME: 0639

SCHEDULE I  
to  
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Filing Date
EFOLDER, INC.	US	Data transfer and recovery process	14929604	11/02/15
EFOLDER, INC.	US	Data transfer and recovery	14666426	03/24/15
EFOLDER, INC.	US	Data transfer and recovery process	9176823	01/03/14
EFOLDER, INC.	US	Data transfer and recovery	9015520	03/13/13
EFOLDER, INC.	US	Data transfer and recovery	8990613	03/13/13
EFOLDER, INC.	US	Data transfer and recovery process	8639966	05/01/12
EFOLDER, INC.	US	Data transfer and recovery process	8176358	02/14/11
EFOLDER, INC.	US	Data transfer and recovery system	8001414	02/02/09
EFOLDER, INC.	US	Data transfer and recovery process	7487383	06/27/07
EFOLDER, INC.	US	Data transfer and recovery	15/295276	10/17/16

Additional Patent Registrations:

Serial No. (Patent No.)	Filed (Issued)	Title
12/895,275 (8924360)	Sep 30, 2010 (Dec 30, 2014)	Systems and Methods for Restoring a File
13/030,073 (9235474)	Feb 17, 2011 (Jan 12, 2016)	Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System
13/437,738 (8589350)	Apr 02, 2012 (Nov 19, 2013)	Systems, Methods, and Media for Synthesizing Views of File System Backups
13/363,234 (8886611)	Jan 31, 2012 (Nov 11, 2014)	Systems and Methods for Restoring a File
13/570,161 (8954544)	Aug 08, 2012 (Feb 10, 2015)	Cloud-Based Virtual Machines and Offices



13/789,565 (9397907)	Mar 07, 2013 (Jul 19, 2016)	Protection Status Determinations for Computing Devices
13/789,578 (9292153)	Mar 07, 2013 (Mar 22, 2016)	Systems and Methods for Providing Efficient and Focused Visualization of Data
14/037,231 (9213607)	Sep 25, 2013 (Dec 15, 2015)	Systems, Methods, and Media for Synthesizing Views of File System Backups
14/534,017 (9104621)	Nov 05, 2014 (Aug 11, 2015)	Systems and Methods for Restoring a File
14/564,082 (9559903)	Dec 08, 2014 (Jan 31, 2017)	Cloud-Based Virtual Machines and Offices
13/889,164 (9705730)	May 07, 2013 (July 11, 2017)	Cloud Storage Using Merkle Trees
13/633,695 (9785647)	Oct 02, 2012 (Oct 10, 2017)	File System Virtualization

**Additional Patent Applications:**

Serial No.	Filed	Title
14/864,850	Sep 24, 2015	Distributed and Deduplicating Data Storage System and Methods of Use
13/671,498	Nov 07, 2012	Efficient File Replication
14/522,527	Oct 23, 2014	Systems and Methods for Restoring a File
14/977,607	Dec 21, 2015	Cloud Storage Using Merkle Trees
14/977,614	Dec 21, 2015	Computing Device Replication Using File System Change Detection Methods and Systems
14/929,335	Oct 31, 2015	Systems and Methods for Providing Efficient and Focused Visualization of Data
14/929,336	Oct 31, 2015	Systems and Methods for Maintaining a Virtual Failover Volume of a Target Computing System
14/977,581	Dec 21, 2015	Protection Status Determinations for Computing Devices

14/970,480	Dec 15, 2015	Efficient File Replication
14/971,832	Dec 16, 2015	Cloud-Based Virtual Machines and Offices
15/019,951	Feb 09, 2016	Protection Status Determinations for Computing Devices
15/360,836	Nov 23, 2016	Cloud-Based Virtual Machines and Offices
15/599,417	May 18, 2017	Cloud Storage Using Merkle Trees

**Patent Licenses**

N/A