

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5224844

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CLOUDIAN HOLDINGS INC.	11/06/2018
RECEIVING PARTY DATA	
Name:	HERCULES CAPITAL, INC., AS AGENT
Street Address:	400 HAMILTON AVENUE, SUITE 310
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94301
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	15244902
Application Number:	15411847
Patent Number:	7249229
Patent Number:	7606252
Patent Number:	7640297
Patent Number:	7904592
Patent Number:	9396290
Patent Number:	9672267
CORRESPONDENCE DATA	
Fax Number:	(415)693-2222
<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:	4156932000
Email:	crhem@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	101 CALIFORNIA STREET, 5TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	305866-1042
NAME OF SUBMITTER:	C. RHEM
SIGNATURE:	/CR/

DATE SIGNED:	11/06/2018
Total Attachments: 6 source=Cloudian - Intellectual Property Security Agreement - Cloudian (11.06.2018) (2) (005)#page1.tif source=Cloudian - Intellectual Property Security Agreement - Cloudian (11.06.2018) (2) (005)#page2.tif source=Cloudian - Intellectual Property Security Agreement - Cloudian (11.06.2018) (2) (005)#page3.tif source=Cloudian - Intellectual Property Security Agreement - Cloudian (11.06.2018) (2) (005)#page4.tif source=Cloudian - Intellectual Property Security Agreement - Cloudian (11.06.2018) (2) (005)#page5.tif source=Cloudian - Intellectual Property Security Agreement - Cloudian (11.06.2018) (2) (005)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement") is entered into as of November 6, 2018, by and between HERCULES CAPITAL, INC., a Maryland corporation ("Agent"), and CLOUDIAN HOLDINGS INC., a Delaware corporation ("Grantor").

RECITALS

A. Lenders have agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among the several entities from time to time parties thereto (each, a "Lender", and collectively, "Lenders"), Agent, Grantor and any other parties thereto, from time to time, dated as of the date hereof (as amended, restated, modified, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. As a condition to the Loan Agreement, Grantor is required to enter into this Agreement to further evidence the grant to Agent of the security interest in its Copyrights, Trademarks and Patents to secure the Secured Obligations.

AGREEMENT

NOW, THEREFORE, Grantor agrees as follows:

1. To secure the Secured Obligations and any other obligations pursuant to the Loan Documents, Grantor grants and pledges to Agent a security interest in all of Grantor's Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, but excluding Excluded Collateral).

2. 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 are as set forth in the Loan Agreement and the other Loan Documents or as are now or hereafter available to Agent as a matter of law or equity, shall be cumulative and concurrent.

3. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth as of the date hereof (or the date of any amendment pursuant to paragraph 4 below, as applicable), any and all Copyrights, Patents and Trademarks in connection with which such Grantor has registered or filed an application for registration with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

4. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any registered or applied for Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property.

5. All capitalized terms used herein without definition shall have the meanings ascribed thereto in the Loan Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

Address of Grantor:

177 Bover Road, Suite 450
San Mateo, CA 94402
Attention: Chief Financial Officer

GRANTOR:

CLOUDIAN HOLDINGS INC.

By: 

Name: Michael Morgan

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

Address of Agent:

Legal Department
400 Hamilton Avenue, Suite 310
Palo Alto, CA 94301
Attn: Chief Legal Officer

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

EXHIBIT A
COPYRIGHTS

NONE.

EXHIBIT B

PATENTS

Description	Patent / Application Number	Issue / Application Date
Information Processing System, Information Processing Apparatus, and Information Processing Method	15/244,902	8/23/2016
System and Processes for Dynamic Object Routing	15/411,847	1/20/2017
Synchronous message queues	7,249,229	7/24/2007
Stateless message routing	7,606,252	10/20/2009
Protocol Optimization for Wireless Networks	7,640,297	12/29/2009
Distributed, fault-tolerant message store	7,904,592	3/8/2011
Hybrid Data management System and Method for Managing Large, Varying Datasets	9,396,290	7/19/2016
Hybrid Data management System and Method for Managing Large, Varying Datasets	9,672,267	6/6/2017

EXHIBIT C
TRADEMARKS

Description	Registration/ Serial Number	Registration/ Application Date
HyperStore	4433154	11/12/2013
Cloudian	4238340	11/6/2012
HyperScale	2921511	1/25/2005
Cloudian Hyperfile	5486328	6/5/2018