

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5454465

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
DATTO, INC.	04/02/2019
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE, 9TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 18	
Property Type	Number
Patent Number:	9836347
Patent Number:	9323638
Patent Number:	9053216
Patent Number:	10055424
Patent Number:	9594636
Application Number:	16285189
Application Number:	16042399
Application Number:	15830376
Application Number:	15771443
Application Number:	14490884
Application Number:	16032756
Application Number:	15996103
Application Number:	15737162
Application Number:	15563377
Application Number:	15543445
Application Number:	15737167
Application Number:	16055347
Application Number:	15786044
CORRESPONDENCE DATA	
PATENT	

Fax Number: (213)891-8763

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.

Email: rhonda.deleon@lw.com

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	030786-0930
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	04/02/2019

Total Attachments: 8

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PATENT SECURITY AGREEMENT

This Patent Security Agreement, dated as of April 2, 2019 (this “**Patent Security Agreement**”), is made by each signatory hereto listed under “Pledgors” (each a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of Credit Suisse AG, Cayman Islands Branch, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) pursuant to that certain Credit Agreement, dated as of April 2, 2019 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), by and among Datto, Inc., a Delaware corporation (the “**Borrower**”), Merritt Holdco, Inc., a Delaware corporation (“**Holdings**”), the other guarantors from time to time party thereto, the lenders and issuing banks from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “**Patent Collateral**”):

(a) all Patents, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect the use or ownership of any of the foregoing, (ii) inventions, discoveries, designs and improvements described and claimed therein, and (iii) reissues, reexaminations, divisions, renewals, extensions, continuations and continuations in part thereof and amendments thereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security

Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 6. Governing Law. This Patent Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

DATTO, INC.,
a Delaware corporation

By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer

AUTOTASK CORPORATION,
a Delaware corporation

By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer

OPEN MESH, INC.,
an Oregon corporation

By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer

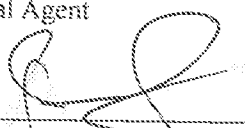
SOONR, INC.,
a Delaware corporation


By: Timothy Weller
Name: Timothy Weller
Title: Chief Executive Officer

[Signature Page to Patent Security Agreement]

Accepted and agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

[Signature Page to Patent Security Agreement]

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

Title	App. No./ Filing Date & Pub. No./ Pub. Date	Patent No./ Issue Date	Record Owner/Pledgor
Service Ticket Interface for Display Screen of a Communications Terminal	29/337,082 5/14/2009	D637603 5/10/2011	Autotask Corporation
Apparatuses, Methods and Systems for Determining a Virtual Machine State	15/085,397 3/30/2016 20160350169 12/1/2016	9836347 12/5/2017	Datto, Inc.
Apparatuses, Methods and Systems for Determining a Virtual Machine State Based on CPU Registers	14/702,397 5/1/2015 20150234728 8/20/2015	9323638 4/26/2016	Datto, Inc.
CPU Register Assisted Virtual Machine Screenshot Capture Timing Apparatuses, Methods and Systems	14/456,981 8/11/2014	9053216 6/9/2015	Datto, Inc.
Management of Data Replication and Storage Apparatuses, Methods and Systems	15/420,506 1/31/2017 20170139950 5/18/2017	10055424 8/21/2018	Datto, Inc.
Management of Data Replication and Storage Apparatuses, Methods and Systems	14/292,737 5/30/2014 20150347548 12/3/2015	9594636 3/14/2017	Datto, Inc.
Housing for a Network Device	29/450,751 3/21/2013	D730349 5/26/2015	Open Mesh, Inc.

Title	App. No./ Filing Date & Pub. No./ Pub. Date	Patent No./ Issue Date	Record Owner/Pledgor
Housing for a Network Device	29/459,894 7/3/2013	D708611 7/8/2004	Open Mesh, Inc.
Network Access Point	29/589,448 12/30/2016	D835085 12/4/2018	Open Mesh, Inc.
Network Access Point Mounting Plate	29/589,454 12/30/2016	D813647 3/27/2018	Open Mesh, Inc.
Method for Distributing Data, Adapted for Mobile Devices	11/238,838 9/29/2005 20070058596 3/15/2007	8116288 2/14/2012	SoonR, Inc.
Method for Distributing Data, Adapted for Mobile Devices	11/939,068 11/13/2007 20080139201 6/12/2008	7933254 4/26/2011	SoonR, Inc.
Network Adapted for Mobile Devices	12/833,616 7/9/2010 20100275110 10/28/2010	7899891 3/1/2011	SoonR, Inc.
Network Adapted for Mobile Devices	11/238,839 9/29/2005 20070058597 3/15/2007	7779069 8/17/2010	SoonR, Inc.

United States Patent Applications:

Title	App. No./ Filing Date & Pub. No./ Pub. Date	Status	Record Owner/Grantor
Object-Level Metadata-Preserving Cross Heterogeneous Operating Systems Backup and Restore Apparatuses, Methods and Systems	16/285189 1/20/2018	Pending (Unpublished)	Datto, Inc.

Title	App. No./ Filing Date & Pub. No./ Pub. Date	Status	Record Owner/Grantor
A Method To Perform a Software Image Upgrade on a Target Device Using Incremental Upgrade Images	16/042399 7/23/2018	Pending (Unpublished)	Datto, Inc.
Apparatuses, Methods and Systems For Determining a Virtual Machine State	15/830,376 12/4/2017 20180101425 4/12/2018	Pending	Datto, Inc.
Apparatuses, Methods, and Systems for Storage and Analysis of SAAS Data and Non-SAAS Data for Businesses and Other Organizations	15/771,443 4/27/2018 20180314603 11/1/2018	Pending	Datto, Inc.
Imaged Backup Drive Content Metadata Representation Creation and Searching Methods	14/490,884 9/19/2014	Pending (Unpublished)	Datto, Inc.
Management of Data Replication and Storage Apparatuses, Methods and Systems	16/032,756 7/11/2018 20180322140 11/8/2018	Pending	Datto, Inc.
Methods and Apparatus for Restoring Computer Systems	15/996,103 6/1/2018	Pending (Unpublished)	Datto, Inc.
Methods, Systems and Apparatuses for Managing Prioritization of Time-Based Processes	15/737,162 12/15/2017 20180157535 6/7/2018	Pending	Datto, Inc.
Network Attached Storage (NAS) Apparatus Having Reversible Privacy Settings for Logical Storage Area Shares, and Methods of Configuring Same	15/563,377 9/29/2017 20180091517 3/29/2018	Pending	Datto, Inc.
Remotely Configurable Routers with Failover Features, and Methods and Apparatus for Reliable Web-Based Administration of Same	15/543,445 7/13/2017 20180006870 1/4/2018	Pending	Datto, Inc.

Title	App. No./ Filing Date & Pub. No./ Pub. Date	Status	Record Owner/Grantor
Hybrid Cloud Methods, Apparatus and Systems for Secure File Sharing and Synchronization With Backup and Server Virtualization	15/737,167 12/15/2017 20180159929 6/7/2018	Pending	Datto, Inc.
Systems and Methods for Copying an Operating Source Volume	16/055,347 8/6/2018 20190042373 2/7/2019	Pending	Datto, Inc.
Systems and Methods for Detecting Ransomware Infection	15/786,044 10/17/2017 20180107824 4/19/2018	Pending	Datto, Inc.
Power Strip	29/634,833 1/20/2018	Pending (Unpublished)	Open Mesh, Inc.