

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5520644

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PIVOT3, INC.	05/13/2019
NEXGEN STORAGE, INC.	05/13/2019
RECEIVING PARTY DATA	
Name:	RUNWAY GROWTH CREDIT FUND INC.
Street Address:	205 N MICHIGAN AVE., SUITE 4200
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
PROPERTY NUMBERS Total: 34	
Property Type	Number
Patent Number:	9176708
Patent Number:	10248582
Patent Number:	10216651
Patent Number:	9423978
Patent Number:	9450879
Application Number:	14930614
Patent Number:	9819603
Patent Number:	10223262
Patent Number:	10275351
Patent Number:	10140303
Patent Number:	8090909
Patent Number:	8261017
Patent Number:	8621147
Patent Number:	9146695
Patent Number:	9535632
Patent Number:	8239624
Patent Number:	9465560
Patent Number:	8086797
Patent Number:	8271727

PATENT

Property Type	Number
Patent Number:	8145841
Patent Number:	8316181
Patent Number:	8082393
Patent Number:	8140753
Patent Number:	8316180
Patent Number:	8127076
Patent Number:	8255625
Patent Number:	8219750
Patent Number:	9086821
Patent Number:	8176247
Patent Number:	8386709
Patent Number:	8527699
Patent Number:	7664896
Patent Number:	7472158
Patent Number:	8417888

CORRESPONDENCE DATA

Fax Number: (415)693-2222

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: 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:	326420-120
NAME OF SUBMITTER:	C. RHEM
SIGNATURE:	/CR/
DATE SIGNED:	05/13/2019

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of May 13, 2019, among **PIVOT3, INC.**, a Delaware corporation, **NEXGEN STORAGE, INC.**, a Delaware corporation (individually and collectively, as the context may require, “**Grantor**”), and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantors, each other borrower from time to time party thereto, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Capitalized terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its Intellectual Property that constitutes Collateral. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

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

3. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of New York.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:


221 West Sixth Street, Suite 750
Austin, TX 78701
Attention: Chief Financial Officer

GRANTOR:

PIVOT3, INC.

By: 
Name: Wilbur G. Stover, Jr.
Title: Chief Financial Officer

NEXGEN STORAGE, INC.

By: 
Name: Wilbur G. Stover, Jr.
Title: Chief Financial Officer

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

221 West Sixth Street, Suite 750
Austin, TX 78701
Attention: Chief Financial Officer

GRANTOR:

PIVOT3, INC.

By _____
Name: _____
Title: _____

NEXGEN STORAGE, INC.

By _____
Name: _____
Title: _____

Address of Agent:

205 N Michigan Ave., Suite 4200
Chicago, IL 60601
Attention: Legal Reporting
Email: legalreporting@runwaygrowth.com

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

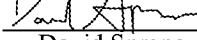
By:  _____
Name: David Spreng
Title: Chief Executive Officer

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE SYSTEM WITH QUALITY OF SERVICE	9176708	11/03/15
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE SYSTEM WITH STAGED DEDUPLICATION	10248582	04/02/19
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE SYSTEM WITH DATA TIERING	10216651	02/26/19
NEXGEN STORAGE, INC.	JOURNAL MANAGEMENT	9423978	08/23/16
NEXGEN STORAGE, INC.	ADAPTIVE BANDWIDTH THROTTLING	9450879	09/20/26
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE	14930614	11/02/15
NEXGEN STORAGE, INC.	ADAPTIVE BANDWIDTH THROTTLING	9819603	11/14/17
NEXGEN STORAGE, INC.	JOURNAL MANAGEMENT	10223262	03/05/19
NEXGEN STORAGE, INC.	JOURNAL MANAGEMENT	10275351	04/30/19
NEXGEN STORAGE, INC.	APPLICATION AWARE SNAPSHOTS	10140303	11/27/18
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8090909	01/03/12
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8261017	09/04/12
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8621147	12/31/13
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	9146695	09/29/15
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	9535632	01/03/17
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8239624	08/07/12
PIVOT3, INC.	METHOD AND SYSTEM FOR DATA MIGRATION IN A DISTRIBUTED RAID IMPLEMENTATION	9465560	10/11/16
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTING COMMANDS TO TARGETS	8086797	12/27/11

PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTING COMMANDS TO TARGETS	8271727	09/18/12
PIVOT3, INC.	METHOD AND SYSTEM FOR INITIALIZING STORAGE IN A STORAGE SYSTEM	8145841	03/27/12
PIVOT3, INC.	METHOD AND SYSTEM FOR INITIALIZING STORAGE IN A STORAGE SYSTEM	8316181	11/20/12
PIVOT3, INC.	METHOD AND SYSTEM FOR REBUILDING DATA IN A DISTRIBUTED RAID SYSTEM	8082393	12/20/11
PIVOT3, INC.	METHOD AND SYSTEM FOR REBUILDING DATA IN A DISTRIBUTED RAID SYSTEM	8140753	03/20/12
PIVOT3, INC.	METHOD AND SYSTEM FOR REBUILDING DATA IN A DISTRIBUTED RAID SYSTEM	8316180	11/20/12
PIVOT3, INC.	METHOD AND SYSTEM FOR PLACEMENT OF DATA ON A STORAGE DEVICE	8127076	02/28/12
PIVOT3, INC.	METHOD AND SYSTEM FOR PLACEMENT OF DATA ON A STORAGE DEVICE	8255625	08/28/12
PIVOT3, INC.	METHOD AND SYSTEM FOR EXECUTION OF APPLICATIONS IN CONJUNCTION WITH DISTRIBUTED RAID	8219750	07/10/12
PIVOT3, INC.	METHOD AND SYSTEM FOR EXECUTION OF APPLICATIONS IN CONJUNCTION WITH RAID	9086821	07/21/15
PIVOT3, INC.	METHOD AND SYSTEM FOR PROTECTING AGAINST MULTIPLE FAILURES IN A RAID SYSTEM	8176247	05/08/12
PIVOT3, INC.	METHOD AND SYSTEM FOR PROTECTING AGAINST MULTIPLE FAILURES IN A RAID SYSTEM	8386709	02/26/13
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8527699	09/03/13
PIVOT3, INC.	EXPEDITED COMPLETION DONE MESSAGES, METHOD AND APPARATUS	7664896	02/16/10
PIVOT3, INC.	INITIATOR CONNECTION TAG FOR SIMPLE TABLE LOOKUP	7472158	12/30/08
PIVOT3, INC.	METHOD AND SYSTEM FOR EXECUTION OF APPLICATIONS IN CONJUNCTION WITH RAID	8417888	04/09/13

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
NEXGEN STORAGE, INC.	<i>Design Only</i>	5028035	08/23/16
NEXGEN STORAGE, INC.	NEX GEN	86605137	04/21/15
PIVOT3, INC.	PIVOT3 VSTAC MANAGER	4432980	11/12/13
PIVOT3, INC.	PIVOT3 VSTAC	4227061	10/16/12
PIVOT3, INC.	PIVOT3	3524133	10/28/08
PIVOT3, INC.	PIVOT3	3524132	10/28/08
PIVOT3, INC.	PIVOT3	3524111	10/28/08