

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5548119

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
NAUTILUS DATA TECHNOLOGIES, INC.		05/28/2019
RECEIVING PARTY DATA		
Name:	SCOTT LAKE TRUST	
Street Address:	150, 3015-5TH AVENUE NE	
City:	CALGARY	
State/Country:	CANADA	
Postal Code:	AB T2A 6T8	
PROPERTY NUMBERS Total: 35		
Property Type	Number	
Patent Number:	9784460	
Patent Number:	10111361	
Patent Number:	9439322	
Patent Number:	9814163	
Patent Number:	9679338	
Patent Number:	10158653	
Patent Number:	10178810	
Patent Number:	10216606	
Application Number:	15694681	
Application Number:	14591249	
Application Number:	15972059	
Application Number:	14589827	
Application Number:	16022030	
Application Number:	14591572	
Application Number:	14591638	
Application Number:	14542011	
Application Number:	16185908	
Application Number:	16211034	
Application Number:	16248770	
Application Number:	16203490	

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Property Type	Number
Application Number:	15663782
Application Number:	15810018
Application Number:	15972066
Application Number:	15970160
Application Number:	16052273
Application Number:	15373984
PCT Number:	US2015010701
PCT Number:	US2015010877
PCT Number:	US2015010704
PCT Number:	US2015010703
PCT Number:	US2015010702
PCT Number:	US2015010700
PCT Number:	US2015010699
PCT Number:	US2014049314
PCT Number:	US2019019668

CORRESPONDENCE DATA

Fax Number: (216)241-0816

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: 2166228206

Email: ipdocket@calfee.com, rfalk@calfee.com, agreen@calfee.com

Correspondent Name: CALFEE, HALTER & GRISWOLD LLP

Address Line 1: 1405 EAST SIXTH STREET

Address Line 2: THE CALFEE BUILDING

Address Line 4: CLEVELAND, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	36470 04006
NAME OF SUBMITTER:	RYAN W. FALK
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	05/30/2019

Total Attachments: 10

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (“**Patent Security Agreement**”), dated as of May 29, 2019, is made by NAUTILUS DATA TECHNOLOGIES, INC., a Delaware corporation (the “**Borrower**”), in favor of SCOTT LAKE TRUST (the “**Lender**”).

WHEREAS, the Borrower has entered into a Credit and Security Agreement, dated as of the date hereof (the “**Credit and Security Agreement**”), with the Lender (the “**Lender**”).

WHEREAS, under the terms of the Credit and Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Patent Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the “**Patent Collateral**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Lender.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Credit and Security Agreement, which is hereby incorporated by reference. The provisions of the Credit and Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect

to the Patent Collateral are as provided by the Credit and Security Agreement and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

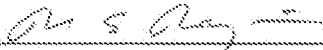
4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Security Agreement and any claim, 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 and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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

NAUTILUS DATA TECHNOLOGIES, INC.

By: 

Name: Paul Royere

Title: VP of Finance and Administration

Address for Notices:

5700 Stoneridge Mall Road, Suite 340

Pleasanton, CA 94588

Attn: VP of Finance and Administration

AGREED TO AND ACCEPTED:

SCOTT LAKE TRUST

By: _____

Name:

Title:

Address for Notices:

150, 3015 – 5th Avenue NE

Calgary, AB T2A 6T8, Canada

Attn: President

ACKNOWLEDGMENT

STATE OF _____) SS.

COUNTY OF _____)

On the _____ day of _____, 2019 before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the _____ of NAUTILUS DATA TECHNOLOGIES, INC., and acknowledged the instrument to be the free act and deed of NAUTILUS DATA TECHNOLOGIES, INC. for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public

Printed Name:

**SEE ATTACHED
CERTIFICATE**

**PATENT
REEL: 049323 FRAME: 0932**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

On 5-28-2019 before me, JUDY JEDONG, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared

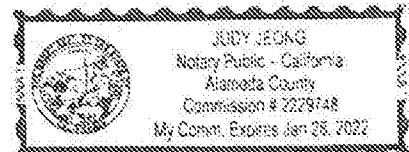
PAUL ROYERE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Signature] (Seal)



PATENT

REEL: 049323 FRAME: 0933

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

NAUTILUS DATA TECHNOLOGIES, INC.

By: _____

Name:

Title:

Address for Notices:

5700 Stoneridge Mall Road, Suite 340

Pleasanton, CA 94588

Attn: Chief Executive Officer

AGREED TO AND ACCEPTED:

SCOTT LAKE TRUST

By: _____

Name: J. Gary Ibbotson

Title: Trustee

Address for Notices:

150, 3015 - 5th Avenue NE

Calgary, AB T2A 6T8, Canada

Attn: Trustee

ACKNOWLEDGMENT

STATE OF _____) SS.

COUNTY OF _____)

On the _____ day of _____, 2019 before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the _____ of NAUTILUS DATA TECHNOLOGIES, INC., and acknowledged the instrument to be the free act and deed of NAUTILUS DATA TECHNOLOGIES, INC. for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public

Printed Name: _____

PATENT

REEL: 049323 FRAME: 0934

SCHEDULE 1

PATENTS

PATENTS

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Data Center Facility and Process that Utilizes a Closed-Loop Heat Management System	United States	9,784,460	10/10/2017	Nautilus Data Technologies, Inc.
Closed-Loop Cooling System and Method	United States	10,111,361	10/23/2018	Nautilus Data Technologies, Inc.
Modular Data Center Deployment Method and System	United States	9,439,322	09/06/2016	Nautilus Data Technologies, Inc.
Modular Data Center Deployment Method and System for Data Center Vessels	United States	9,814,163	11/07/2017	Nautilus Data Technologies, Inc.
Social Media Recommendation	United States	9,679,338	06/13/2017	Nautilus Data Technologies, Inc.
Artificial intelligence with cyber security	United States	10,158,653	12/18/2018	Nautilus Data Technologies, Inc.
Scaled down, efficient data center	United States	10,178,810	01/08/2019	Nautilus Data Technologies, Inc.
Data Center management systems and methods for computer density efficiency measurements	United States	10,216,606	02/26/2019	Nautilus Data Technologies, Inc.
A Waterborne Data Center Facility and Process that Utilizes a Closed-Looped Heat Management System	United Kingdom	GB2535336	04/11/2018	Nautilus Data Technologies, Inc.

PATENT

REEL: 049323 FRAME: 0935

PATENT APPLICATIONS

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
Submerged, self-sustained waterborne data center facility	United States	15/694,681	09/26/2017	Nautilus Data Technologies, Inc.
Waterborne Data Center Facility	United States	14/591,249	01/07/2015	Nautilus Data Technologies, Inc.
Closed-Loop Cooling System and Method	United States	15/972,059	05/04/2018	Nautilus Data Technologies, Inc.
Thermal Containment System With Integrated Cooling Unit For Waterborne or Land-Based Data Centers	United States	14/589,827	01/05/2015	Nautilus Data Technologies, Inc.
Thermal containment system with integrated cooling unit for waterborne or land-based data centers	United States	16/022,030	06/28/2018	Nautilus Data Technologies, Inc.
Data Center Infrastructure Management (DCIM) System Comprising Predictive Analytics	United States	14/591,572	01/07/2015	Nautilus Data Technologies, Inc.
Mobile Waterborne Energy Platform that Produces Electrical Power	United States	14/591,638	01/07/2015	Nautilus Data Technologies, Inc.
System and Method for Intelligent Data Center Power Management and Energy Market Disaster Recovery	United States	14/542,011	11/14/2014	Nautilus Data Technologies, Inc.
Artificial intelligence with cyber security	United States	16/185,908	11/09/2018	Nautilus Data Technologies, Inc.
Scaled down, efficient data center	United States	16/211,034 (unpublished)	12/05/2018	Nautilus Data Technologies, Inc.
Data Center management systems and methods for computer density efficiency measurements	United States	16/248,770	1/16/2019	Nautilus Data Technologies, Inc.

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Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
A System and Method for Feedback-Driven Control in a Submerged Waterborne Data Center Facility	United States	16/203,490	11/28/2018	Nautilus Data Technologies, Inc.
Data center total resource utilization efficiency (true) system and method	United States	15/663,782	07/30/2017	Nautilus Data Technologies, Inc.
DATA CENTER RACK MOUNTED LIQUID CONDUCTION COOLING APPARATUS AND METHOD	United States	15/810,018	11/11/2017	Nautilus Data Technologies, Inc.
DATA CENTER LIQUID CONDUCTION COOLING APPARATUS AND METHOD	United States	15/972,066	5/04/2018	Nautilus Data Technologies, Inc.
SYSTEM AND METHOD FOR AUTONOMOUS DATA CENTER OPERATION AND HEALING	United States	15/970,160	5/03/2018	Nautilus Data Technologies, Inc.
Geothermal Cooling	United States	16/052,273	8/01/2018	Nautilus Data Technologies, Inc.
Social Media Recommendation Engine	United States	15/373,984 (unpublished)	12/09/2016	Nautilus Data Technologies, Inc.
Data Center Infrastructure Management (DCIM) System Comprising Predictive Analytics	United States	16/248,770 (unpublished)	01/16/2019	Nautilus Data Technologies, Inc.
A Waterborne Data Center Facility and Process that Utilizes a Closed-Looped Heat Management System	European Patent Organization (EPO)	14831450.3	07/31/2014	Nautilus Data Technologies, Inc.
A Waterborne Data Center Facility and Process that Utilizes a Closed-Looped Heat Management System	Singapore	11201602568T	07/31/2014	Nautilus Data Technologies, Inc.
A Waterborne Data Center Facility and Process that Utilizes a Closed-Looped Heat Management System	India	201647006842	01/08/2018	Nautilus Data Technologies, Inc.

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Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
Water-Based Data Center Equipment and Method Using Closed-Loop Thermal Management System	China	201480043651.7	07/31/2014	Nautilus Data Technologies, Inc.
A Water-Based Closed-Loop Cooling System	European Patent Organization (EPO)	15735475.4	01/08/2015	Nautilus Data Technologies, Inc.
A Water-Based Closed-Loop Cooling System	Singapore	10201805892U	01/08/2018	Nautilus Data Technologies, Inc.
Modular Data Center Deployment Method and System	Singapore	10201805881X	01/08/2015	Nautilus Data Technologies, Inc.
Modular Data Center Deployment Method and System for Waterborne Data Center Vessels	India	201627027173	01/08/2015	Nautilus Data Technologies, Inc.
Modular Data Center Deployment Method and System for Shipping Data Center Ship	China	201580012363.X	01/08/2015	Nautilus Data Technologies, Inc.
A Modular Data Center Deployment Method and System for Waterborne Data Center Vessels	European Patent Organization (EPO)	15735490.3	01/08/2015	Nautilus Data Technologies, Inc.
Data Center Facility and Process that Utilizes a Closed-Loop Heat Management System	Singapore	10201800817W	07/31/2014	Nautilus Data Technologies, Inc.
A Water-Based Closed-Loop Cooling System	Singapore	11201609332V	01/08/2015	Nautilus Data Technologies, Inc.
A Modular Data Center Deployment Method and System for Waterborne Data Center Vessels	Singapore	11201607492X	01/08/2015	Nautilus Data Technologies, Inc.
A Thermal Containment System with Integrated Cooling Unit for Waterborne or Land-Based Data Centers	PCT	PCT/US2015/010701	01/08/2015	Nautilus Data Technologies, Inc.

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
A Mobile Waterborne Energy Platform that Produces Electrical Power	PCT	PCT/US2015/010877	01/09/2015	Nautilus Data Technologies, Inc.
A Mobile Waterborne Energy Platform that Produces Electrical Power	European Patent Organization (EPO)	15735319.4	01/09/2015	Nautilus Data Technologies, Inc.
A System and Method for Intelligent Data Center Power Management and Energy Market Disaster	PCT	PCT/US2015/010704	01/08/2015	Nautilus Data Technologies, Inc.
A Data Center Infrastructure Management (DCIM) System Comprising Predictive Analytics	PCT	PCT/US2015/010703	01/08/2015	Nautilus Data Technologies, Inc.
A Modular Data Center Deployment Method and System for Waterborne Data Center Vessels	PCT	PCT/US2015/010702	01/08/2015	Nautilus Data Technologies, Inc.
A Water-Based Closed-Loop Cooling System	PCT	PCT/US2015/010700	01/08/2015	Nautilus Data Technologies, Inc.
A Waterborne Data Center Facility	PCT	PCT/US2015/010699	01/08/2015	Nautilus Data Technologies, Inc.
A Waterborne Data Center Facility and Process that Utilizes a Closed-Loop Heat Management System	PCT	PCT/US2014/049314	07/31/2014	Nautilus Data Technologies, Inc.
Data Center Management Systems and Methods for Computer Density Efficiency Measurements	PCT	PCT/US2019/019668 (unpublished)	02/26/2019	Nautilus Data Technologies, Inc.

PATENT

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RECORDED: 05/30/2019