

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5876516

<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>
ACRONIS INTERNATIONAL GMBH	12/18/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MIDCAP FINANCIAL TRUST
<b>Street Address:</b>	7255 WOODMONT AVE., SUITE 200
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>PROPERTY NUMBERS Total: 188</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9213697
Patent Number:	9946608
Patent Number:	10359951
Patent Number:	9875041
Patent Number:	10185504
Patent Number:	10152390
Patent Number:	9858154
Patent Number:	9760448
Patent Number:	8732121
Patent Number:	7047380
Patent Number:	7281104
Patent Number:	7318135
Patent Number:	7353355
Patent Number:	7366859
Patent Number:	7475282
Patent Number:	7603533
Patent Number:	7636824
Patent Number:	7650473
Patent Number:	7721138

PATENT

Property Type	Number
Patent Number:	7779221
Patent Number:	7831789
Patent Number:	7886120
Patent Number:	7895403
Patent Number:	7934064
Patent Number:	7937612
Patent Number:	7949635
Patent Number:	7953948
Patent Number:	7979690
Patent Number:	8005797
Patent Number:	8051044
Patent Number:	8069320
Patent Number:	8073815
Patent Number:	8074035
Patent Number:	8145607
Patent Number:	8180984
Patent Number:	8225133
Patent Number:	8261035
Patent Number:	8296264
Patent Number:	8312259
Patent Number:	7275139
Patent Number:	7246211
Patent Number:	8347137
Patent Number:	10002052
Patent Number:	10380141
Patent Number:	9990252
Patent Number:	10069911
Patent Number:	8645748
Patent Number:	8484427
Patent Number:	8856927
Patent Number:	10216740
Patent Number:	9471441
Patent Number:	10360108
Patent Number:	10095589
Patent Number:	9846622
Patent Number:	10296423
Patent Number:	9436558
Patent Number:	9400886

Property Type	Number
Patent Number:	10078641
Patent Number:	10003964
Patent Number:	10387666
Patent Number:	10235240
Patent Number:	10439995
Patent Number:	9894510
Patent Number:	10044801
Patent Number:	10437507
Patent Number:	10394659
Patent Number:	9501234
Patent Number:	9870367
Patent Number:	10108631
Patent Number:	9996425
Patent Number:	9977706
Patent Number:	10241878
Patent Number:	10467187
Patent Number:	7383327
Patent Number:	7941510
Patent Number:	10157295
Patent Number:	10432411
Patent Number:	10114980
Patent Number:	9424678
Patent Number:	10303877
Patent Number:	10303363
Patent Number:	10203905
Patent Number:	10176309
Patent Number:	10409688
Patent Number:	8850060
Patent Number:	8996830
Patent Number:	8074276
Patent Number:	9973339
Patent Number:	10387265
Application Number:	14019040
Application Number:	14019220
Application Number:	12694331
Application Number:	14986164
Application Number:	14869073
Application Number:	14320409

Property Type	Number
Application Number:	14867295
Application Number:	13215261
Application Number:	14870977
Application Number:	14320422
Application Number:	14502060
Application Number:	14984159
Application Number:	14868450
Application Number:	14867705
Application Number:	14964991
Application Number:	14965288
Application Number:	14985323
Application Number:	15195365
Application Number:	14984995
Application Number:	14979032
Application Number:	15084815
Application Number:	15259521
Application Number:	15245359
Application Number:	15165303
Application Number:	15236539
Application Number:	14244541
Application Number:	14948747
Application Number:	15469647
Application Number:	15472880
Application Number:	15477320
Application Number:	15464449
Application Number:	15793188
Application Number:	15696612
Application Number:	15642479
Application Number:	15392728
Application Number:	15790140
Application Number:	15895034
Application Number:	15922365
Application Number:	15998403
Application Number:	15883214
Application Number:	15868349
Application Number:	15891480
Application Number:	15903248
Application Number:	15896488

Property Type	Number
Application Number:	15619609
Application Number:	16354612
Application Number:	16033588
Application Number:	16132639
Application Number:	16018172
Application Number:	16002122
Application Number:	16195915
Application Number:	15907735
Application Number:	15998856
Application Number:	16194731
Application Number:	15983245
Application Number:	15964334
Application Number:	15892958
Application Number:	62777853
Application Number:	16248986
Application Number:	16533103
Application Number:	62784930
Application Number:	62738417
Application Number:	16173405
Application Number:	16369166
Application Number:	62718991
Application Number:	15846308
Application Number:	62775409
Application Number:	62740016
Application Number:	62725063
Application Number:	16196099
Application Number:	62840513
Application Number:	62847540
Application Number:	62774467
Application Number:	16120594
Application Number:	62781318
Application Number:	62823157
Application Number:	62826192
Application Number:	62871251
Application Number:	62783567
Application Number:	16582497
Application Number:	62855019
Application Number:	62809783

Property Type	Number
Application Number:	62828034
Application Number:	62823741
Application Number:	62858517
Application Number:	62815556
Application Number:	62874548
Application Number:	16435701
Application Number:	62848776
Application Number:	62923665
Application Number:	62908742
Application Number:	16435720
Application Number:	16455870
Application Number:	16289851
Application Number:	16290009
Application Number:	15624796
Application Number:	15245410
Application Number:	16406568
Application Number:	15143686

#### CORRESPONDENCE DATA

**Fax Number:** (703)610-6200

**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:** 703-610-6100

**Email:** BOXIP@HOGANLOVELLS.COM

**Correspondent Name:** RACHEL S. FLEESON

**Address Line 1:** 8350 BROAD STREET, 17TH FLOOR

**Address Line 2:** HOGAN LOVELLS US LLP

**Address Line 4:** TYSONS, VIRGINIA 22102

<b>NAME OF SUBMITTER:</b>	RACHEL FLEESON
---------------------------	----------------

<b>SIGNATURE:</b>	/rsf/
-------------------	-------

<b>DATE SIGNED:</b>	12/19/2019
---------------------	------------

#### Total Attachments: 21

source=Patent Security Agreement (Acronis International GmbH)#page1.tif  
source=Patent Security Agreement (Acronis International GmbH)#page2.tif  
source=Patent Security Agreement (Acronis International GmbH)#page3.tif  
source=Patent Security Agreement (Acronis International GmbH)#page4.tif  
source=Patent Security Agreement (Acronis International GmbH)#page5.tif  
source=Patent Security Agreement (Acronis International GmbH)#page6.tif  
source=Patent Security Agreement (Acronis International GmbH)#page7.tif  
source=Patent Security Agreement (Acronis International GmbH)#page8.tif  
source=Patent Security Agreement (Acronis International GmbH)#page9.tif

source=Patent Security Agreement (Acronis International GmbH)#page10.tif  
source=Patent Security Agreement (Acronis International GmbH)#page11.tif  
source=Patent Security Agreement (Acronis International GmbH)#page12.tif  
source=Patent Security Agreement (Acronis International GmbH)#page13.tif  
source=Patent Security Agreement (Acronis International GmbH)#page14.tif  
source=Patent Security Agreement (Acronis International GmbH)#page15.tif  
source=Patent Security Agreement (Acronis International GmbH)#page16.tif  
source=Patent Security Agreement (Acronis International GmbH)#page17.tif  
source=Patent Security Agreement (Acronis International GmbH)#page18.tif  
source=Patent Security Agreement (Acronis International GmbH)#page19.tif  
source=Patent Security Agreement (Acronis International GmbH)#page20.tif  
source=Patent Security Agreement (Acronis International GmbH)#page21.tif

## **PATENT SECURITY AGREEMENT**

This Patent Security Agreement is entered into as of the 18th day of December, 2019 by and among **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (in such capacity, together with its successors and assigns, "Agent") and the signatory hereto ("Swiss Grantor").

### RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Swiss Grantor (the "Credit Extensions") in the amounts and manner set forth in that certain Credit, Guaranty and Security Agreement, by and between Agent, the Lenders, the Swiss Grantor and the other Credit Parties party thereto, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Credit Parties, but only upon the condition, among others, that the Swiss Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Patents (as defined below) to secure the obligations of the Credit Parties under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Swiss Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Swiss Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Swiss Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

Swiss Grantor hereby grants to Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Agent, for the ratable benefit of the Lenders, all of such Swiss Grantor's right, title and interest in, to and under the following (all of which shall collectively be called the "Patent Collateral") (excluding the Subject Swiss Collateral), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

(a) Any and all patents, patent applications and like protections, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the U.S. issued patents and patent applications set forth on Exhibit A attached hereto, as such Exhibit may be amended, modified or supplemented from time to time, (collectively, the "Patents");

(b) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(c) All licenses or other rights to use any of the Patents and all license fees and royalties arising from such use to the extent permitted by such licenses or rights;

(d) All amendments, extensions, renewals and extensions of any of the Patents; and



(e) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Patent Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

(f) Swiss limitation: Notwithstanding anything to the contrary in this Patent Security Agreement, the obligations of a Swiss Grantor are subject to the following limitations:

(i) If and to the extent the security interests granted by the Swiss Grantor under or in connection with this Patent Security Agreement guarantees, indemnifies, or otherwise secures obligations other than its own obligations and obligations of one of the Swiss Grantor's wholly owned direct or indirect subsidiaries (i.e. obligations of its direct or indirect parent companies (up-stream liabilities) or sister companies (cross-stream liabilities)) (the "**Swiss Restricted Obligations**") and that using the proceeds from the enforcement of such security interests would under Swiss corporate law, at the time payment is due, not be permitted, the payments under the security, or proceeds from the enforcement of such security interest to be used to discharge the Swiss Restricted Obligations shall be limited to the maximum amount of the Swiss Grantor's freely disposable equity at the time of enforcement (the "**Maximum Amount**"); provided that such limitation is required under the applicable law at that time; provided, further, that such limitation shall not (generally or definitively) free the Swiss Grantor from its obligations in excess of the Maximum Amount, but merely postpone the performance date of those obligations until such time or times as performance is again permitted under then applicable law. This Maximum Amount of freely disposable equity shall be determined in accordance with Swiss law and applicable Swiss accounting principles, and , if and to the extent required under applicable Swiss law, be confirmed by the auditors of the Swiss Grantor on the basis of an interim audited balance sheet as of that time

(ii) In case the proceeds from the enforcement of the security granted under this Patent Security Agreement are by law subject to the taxes imposed under the Swiss Federal Act on Withholding Tax of 13 October 1965, as amended (the **Swiss Withholding Tax**), the Agent shall:

(A) if and to the extent possible procure to mitigate to the extent possible any Swiss Withholding Tax obligations to be levied on the use of the enforcement proceeds of the security, in particular by notification pursuant to applicable law (including double tax treaties) rather than payment of the tax;

(B) if the notification procedure pursuant to paragraph (f)(ii)(A):

(1) applies for a part of the Swiss Withholding Tax only, the Agent undertakes to withhold from the enforcement proceeds of the security an amount of Swiss Withholding Tax at the reduced rate resulting after the discharge of part of such tax by notification under applicable law; or

(2) is not available, the Agent undertakes to withhold from the enforcement proceeds of the security an amount equivalent to the Swiss Withholding Tax at the rate of 35% (or such other rate as in force from time to time), that may be due by the Swiss Grantor to the Swiss Federal Tax Administration from the enforcement of the security by the Agent under this Patent Security Agreement, and forward such amount to the Swiss Federal Tax Administration, in the name and for the account of the Swiss Grantor after presentation by the Swiss Grantor to the Agent of the relevant form of the Swiss Federal Tax Administration; and

(3) in the case of a deduction of Swiss Withholding Tax the Swiss Grantor shall use its best efforts to ensure that (1) any person other than the Agent, which is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such application of proceeds towards discharging Swiss Restricted Obligations, will, as soon as possible after such deduction request a refund of the Swiss Withholding Tax under applicable law (including tax treaties), and pay to the Agent upon receipt any amounts so refunded or (2) if the Agent is entitled to a full or partial refund of the Swiss Withholding Tax deducted from such application of proceeds towards discharging Swiss Restricted Obligations and if requested by the Agent, the Swiss Grantor provides the Agent with those documents that are required by law and applicable tax treaties to be provided by the payer of such tax in order to enable the Agent to prepare a claim for refund of Swiss Withholding Tax. The Agent shall cooperate with the Swiss Grantor in order to obtain such refund.

(iii) If Swiss Withholding Tax is to be withheld in accordance with subparagraph (f)(ii) above, the Agent shall be entitled to further apply proceeds from the enforcement of the security against the Swiss Restricted Obligations up to an amount which is equal to that amount which would have been obtained if no withholding of Swiss Withholding Tax were required, whereby the aggregate amount paid shall always be limited to the maximum amount of the amount permitted to be paid under Swiss law and practice as set out in paragraph (f)(i) above. In case and to the extent the refunds received by the Agent pursuant to paragraph (f)(ii)(B)(3) (refund) above have the effect that the proceeds received by the Agent exceed the Swiss Restricted Obligations, then the Agent shall return such overcompensation to the Swiss Grantor.

(iv) If performance of Swiss Restricted Obligations would be limited due to the effects referred to in paragraph (f)(i) above, the Swiss Grantor shall promptly implement all such measures and/or promptly procure the fulfilment of all prerequisites to allow it to perform its obligations with a minimum of limitations, including the following:

- (A) preparation of an up-to-date audited balance sheet of the Swiss Grantor;
- (B) confirmation from the auditors of the Swiss Grantor that the relevant amount represents (the maximum of) freely disposable equity;
- (C) revaluation of hidden reserves (to the extent permitted by mandatory Swiss law and applicable accounting standards);
- (D) to the extent permitted by applicable law and applicable accounting standards, write-up or realise any of its assets that are shown in its balance sheet with a book value that is significantly lower than the market value of the assets,

in case of realisation, however, only if such assets are not necessary for the Swiss Grantor's business (*nicht betriebsnotwendig*); and

(E) approval by a quotaholders' meeting of the Swiss Grantor of the (resulting) profit distribution.

THIS PATENT SECURITY AGREEMENT AND ALL DISPUTES AND OTHER MATTERS RELATING HERETO OR THERETO OR ARISING THEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW).

SWISS GRANTOR AND AGENT HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. SWISS GRANTOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. SWISS GRANTOR AND AGENT WARRANT AND REPRESENT THAT IT HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

This Patent Security Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or by electronic mail delivery of an electronic version (e.g., .pdf or .tif file) of an executed signature page shall be effective as delivery of an original executed counterpart hereof and shall bind the parties hereto.


The provisions of the Credit Agreement regarding choice of law, jurisdiction, and venue are incorporated herein and shall govern this Patent Security Agreement. This Patent Security Agreement shall inure to the benefit of Agent, the Lenders and their respective successors and assigns, and shall be binding upon Swiss Grantor and its successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**ACRONIS INTERNATIONAL GMBH**

By:   
Name: Mikhail Novikov  
Title: Geschäftsführer / Executive Director

**AGENT:**

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By: \_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**ACRONIS INTERNATIONAL GMBH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner


By:  \_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory

EXHIBIT A

U.S. Patents

Owner of IP	Title	Patent #	Filing Date	Issue Date
Acronis International GmbH	System and method for restoration of MS Exchange server mail	9,213,697	5/20/2009	12/15/2015
Acronis International GmbH	Consistent backup of blocks through block tracking	9,946,608	9/29/2015	4/17/2018
Acronis International GmbH	Snapshotless backup	10,359,951	6/30/2014	7/23/2019
Acronis International GmbH	Synchronized Change Tracking in Data Storage Volumes	9,875,041	9/30/2014	1/23/2018
Acronis International GmbH	Reducing data transmitted during backup	10,185,504	11/26/2014	1/22/2019
Acronis International GmbH	Increasing speed of file restore	10,152,390	8/12/2014	12/11/2018
Acronis International GmbH	Agentless File Backup Of A Virtual Machine	9,858,154	6/30/2014	1/2/2018
Acronis International GmbH	Hot Recovery Of Virtual Machines	9,760,448	6/30/2014	9/12/2017
Acronis International GmbH	Method and system for backup to a hidden backup storage	8,732,121	4/15/2011	5/20/2014
Acronis International GmbH	System and method for using file system snapshots for online data backup	7,047,380	8/26/2004	5/16/2006
Acronis International GmbH	System and method for online data migration	7,281,104	3/21/2005	10/9/2007
Acronis International GmbH	System and method for using file system snapshots for online data backup	7,318,135	5/11/2006	1/8/2008
Acronis International GmbH	System and method for rapid restoration of server from backup	7,353,355	12/28/2004	4/1/2008
Acronis International GmbH	Fast incremental backup method and system	7,366,859	10/6/2005	4/29/2008
Acronis International GmbH	System and method for rapid restoration of server from backup	7,475,282	2/3/2006	1/6/2009
Acronis International GmbH	System and method for data protection on a storage medium	7,603,533	6/17/2005	10/13/2009
Acronis International GmbH	System and method for efficient backup using hashes	7,636,824	6/4/2007	12/22/2009
Acronis International GmbH	Secure deletion of information from hard disk drive	7,650,473	7/11/2007	1/19/2010
Acronis International GmbH	System and method for on-the-fly migration of server	7,721,138	2/28/2007	5/18/2010

	from backup			
Acronis International GmbH	System and method for online data migration	7,779,221	8/1/2007	8/17/2010
Acronis International GmbH	Method and system for fast incremental backup using comparison of descriptors	7,831,789	3/15/2007	11/9/2010
Acronis International GmbH	System and method for efficient backup using hashes	7,886,120	12/21/2009	2/8/2011
Acronis International GmbH	Secure deletion of information from hard disk drive	7,895,403	1/16/2010	2/22/2011
Acronis International GmbH	System and method for consolidation of backups	7,934,064	3/14/2008	4/26/2011
Acronis International GmbH	System and method for on-the-fly migration of server from backup	7,937,612	5/14/2010	5/3/2011
Acronis International GmbH	Backup server architecture	7,949,635	10/25/2008	5/24/2011
Acronis International GmbH	System and method for data protection on a storage medium	7,953,948	5/23/2008	5/31/2011
Acronis International GmbH	System and method for booting a computer from backup	7,979,690	5/6/2008	7/12/2011
Acronis International GmbH	File-level continuous data protection with access to previous versions	8,005,797	10/19/2009	8/23/2011
Acronis International GmbH	Method and system for continuous data protection	8,051,044	4/1/2008	11/1/2011
Acronis International GmbH	System and method for consolidation of backups	8,069,320	4/11/2011	11/29/2011
Acronis International GmbH	Backup server architecture	8,073,815	5/18/2011	12/6/2011
Acronis International GmbH	System and method for using multivolume snapshots for online data backup	8,074,035	12/19/2007	12/6/2011
Acronis International GmbH	System and method for online backup and restore of MS exchange server	8,145,607	12/9/2008	3/27/2012
Acronis International GmbH	System and method for consolidation of backups	8,180,984	11/25/2011	5/15/2012
Acronis International GmbH	System and method for on-the-fly migration of server from backup	8,225,133	4/25/2011	7/17/2012
Acronis International GmbH	System and method for online data migration	8,261,035	7/31/2010	9/4/2012
Acronis International GmbH	Method and system for file-level continuous data protection	8,296,264	11/2/2008	10/23/2012
Acronis International GmbH	System and method for booting a computer from backup	8,312,259	5/30/2011	11/13/2012
Acronis International GmbH	Secure deletion of information	7,275,139	12/2/2004	9/25/2007

Acronis International GmbH	System and method for using file system snapshots for online data backup	7,246,211	7/22/2003	7/17/2007
Acronis International GmbH	System and method for bare metal restore of a computer over a network	8,347,137	9/23/2009	1/1/2013
Acronis International GmbH	Systems, methods, and computer products for replication of disk sectors of a target machine	10,002,052	6/30/2014	6/19/2018
Acronis International GmbH	Fast Incremental Backup Method and System	10,380,141	9/30/2015	8/13/2019
Acronis International GmbH	Data storage system for performance management	9,990,252	12/30/2015	6/5/2018
Acronis International GmbH	System and method for prioritization of data backup and recovery traffic using QoS tagging	10,069,911	9/15/2015	9/4/2018
Acronis International GmbH	System and method for bare metal restore of a computer over a network	8,645,748	12/25/2012	2/4/2014
Acronis International GmbH	System and method for efficient backup using hashes	8,484,427	2/7/2011	7/9/2013
Acronis International GmbH	System and method for using snapshots for rootkit detection	8,856,927	11/24/2010	10/7/2014
Acronis International GmbH	System and method for fast parallel data processing in distributed storage systems	10,216,740	3/31/2016	2/26/2019
Acronis International GmbH	Systems and methods for backup of virtual machines	9,471,441	6/30/2014	10/18/2016
Acronis International GmbH	System and method of using performance-maintaining commands for generating a backup of unsupported file systems	10,360,108	1/5/2016	7/23/2019
Acronis International GmbH	System and method for optimization of operating system restore	10,095,589	6/8/2016	10/9/2018
Acronis International GmbH	Parallel computer system recovery	9,846,622	12/31/2015	12/19/2017
Acronis International GmbH	Virtual restore using a boot from cloud with ability of next applying of this to physical machine	10,296,423	3/31/2016	5/21/2019
Acronis International GmbH	System and method for fast backup and restoring using sorted hashes	9,436,558	12/21/2010	9/6/2016
Acronis International GmbH	System and method for using snapshots for rootkit detection	9,400,886	9/24/2014	7/26/2016
Acronis International GmbH	Optimized lock detection in a change block tracker	10,078,641	12/30/2015	9/18/2018
Acronis International GmbH	Method for sending secret messages between mobile devices	10,003,964	3/26/2016	6/19/2018



Acronis International GmbH	System and method for synchronization of large amounts of data while maintaining control over access rights to such data	10,387,666	12/19/2016	8/20/2019
Acronis International GmbH	System and method of reliable distributed data storage with controlled redundancy	10,235,240	7/5/2016	3/19/2019
Acronis International GmbH	Method and system for secure private communications	10,439,995	1/12/2017	10/8/2019
Acronis International GmbH	Event-based data backup and recovery for mobile devices	9,894,510	7/7/2016	2/13/2018
Acronis International GmbH	Backup of user data with validity check	10,044,801	11/23/2015	8/7/2018
Acronis International GmbH	System and method for generating backup of personalized user data	10,437,507	9/9/2016	10/8/2019
Acronis International GmbH	Comprehensive backup of modular mobile devices	10,394,659	1/13/2017	8/27/2019
Acronis International GmbH	System and method for incrementally performing full data backup	9,501,234	1/4/2016	11/22/2016
Acronis International GmbH	System and method of using data blocks to optimize file storage	9,870,367	1/4/2016	1/16/2018
Acronis International GmbH	System and method of removing unused regions of a data file	10,108,631	1/6/2016	10/23/2018
Acronis International GmbH	System and method for agentless backup of virtual machines	9,996,425	4/18/2016	6/12/2018
Acronis International GmbH	System and method of validating data for incremental format of backup archive	9,977,706	4/25/2016	5/22/2018
Acronis International GmbH	System and method of data allocation providing increased reliability of storage	10,241,878	3/24/2016	3/26/2019
Acronis International GmbH	System and method for restoration of MS Exchange server mail	10,467,187	12/15/2015	11/5/2019
Acronis International GmbH	Management of Virtual and Physical Servers Using Graphic Control Panels	7,383,327	10/11/2007	6/3/2008
Acronis International GmbH	Management of Virtual and Physical Servers Using Graphic Control Panels	7,941,510	6/2/2008	5/10/2011
Acronis International GmbH	System and method for file authenticity certification using blockchain network	10,157,295	10/6/2017	12/18/2018
Acronis International GmbH	System and Method for File Time-Stamping Using Blockchain	10,432,411	5/10/2017	10/1/2019

Acronis International GmbH	System and method for verifying data integrity using a blockchain network	10,114,980	7/21/2016	10/30/2018
Acronis International GmbH	Method for teleconferencing using 3-d avatar	9,424,678	8/16/2013	8/23/2016
Acronis International GmbH	Methods of preserving and protecting user data from modification or loss due to malware	10,303,877	6/21/2017	5/28/2019
Acronis International GmbH	System and method for data storage using log-structured merge trees	10,303,363	10/19/2016	5/28/2019
Acronis International GmbH	System and method for incrementally performing full data backup	10,203,905	6/15/2016	2/12/2019
Acronis International GmbH	System and method for video authentication using watermarks	10,176,309	10/28/2017	1/8/2019
Acronis International GmbH	System and method of using encryption algorithms in P2P encryption mode to restore integrity of data	10,409,688	2/10/2017	9/10/2019
Acronis International GmbH	Network interface within a designed virtual execution environment (VEE)	8,850,060	1/26/2009	9/30/2014
Acronis International GmbH	System and method for efficient backup using hashes	8,996,830	6/14/2013	3/31/2015
Acronis International GmbH	Method and system for administration of security services within a virtual execution environment (VEE) infrastructure	8,074,276	11/3/2006	12/6/2011
Acronis International GmbH	Anonymous cloud data storage and anonymizing non-anonymous storage	9,973,339	2/18/2016	5/15/2018
Acronis International GmbH	Preventive Hash Loading	10,387,265	12/16/2015	8/20/2019

U.S. Patent Applications

Owner of IP	Title	Application #	Priority Date
Acronis International GmbH	Systems and Methods for the Recovery of Virtual Machines	14/019,040	8/23/2012
Acronis International GmbH	Systems and Methods for Restoring File Images from a Disk Image	14/019,220	8/23/2012
Acronis International GmbH	System and method for creation of incremental data backups	12/694,331	1/26/2010
Acronis International GmbH	Increasing Speed of Synchronization and Restore	14/986,164	12/30/2014
Acronis International GmbH	Method of Network-less Access to Applications During Backup of a Virtual Machine	14/869,073	9/30/2014

Acronis International GmbH	Using a Storage Path to Facilitate Disaster Recovery	14/320,409	6/30/2013
Acronis International GmbH	Backing Up Virtual Disk Changes	14/867,295	9/30/2014
Acronis International GmbH	File level continuous data protection with access to previous versions	13/215,261	4/1/2008
Acronis International GmbH	Systems and Methods of Effective Cataloguing Using File System Metadata	14/870,977	9/30/2014
Acronis International GmbH	Granular Recovery Using Hot-Plug Virtual Disks	14/320,422	6/30/2013
Acronis International GmbH	System and Method for Platform-Independent Migration and Replication of Computer Systems	14/502,060	9/30/2014
Acronis International GmbH	Systems and methods for backup of computing systems	14/984,159	12/30/2014
Acronis International GmbH	Systems and Methods of Backup and Recovery of Journaling Systems	14/868,450	9/30/2014
Acronis International GmbH	Automated Disaster Recovery	14/867,705	9/30/2014
Acronis International GmbH	Backing up a virtual machine using a snapshot with memory	14/964,991	12/30/2014
Acronis International GmbH	Creation of consistent copies of application data	14/965,288	12/30/2014
Acronis International GmbH	Changed Blocks Tracking Methods and Systems for Writable Snapshots	14/985,323	9/30/2014
Acronis International GmbH	Method for snapshotless backup of a virtual machine	15/143,686	4/30/2015
Acronis International GmbH	Dynamic redundancy in storage systems	15/195,365	7/9/2015
Acronis International GmbH	Proximity sensor responsive data access systems and methods	14/984,995	12/30/2014
Acronis International GmbH	Application-consistent snapshotless backup of virtual machines using volume tracking	14/979,032	12/22/2015
Acronis International GmbH	System and method for data protection during full data backup	15/084,815	3/30/2016
Acronis International GmbH	Recovery Of Virtual Machine While Running The Virtual Machine From Backup Archive	15/259,521	9/10/2015
Acronis International GmbH	System and method for automatic data backup based on multi-factor environment monitoring	15/245,359	8/24/2015
Acronis International GmbH	Remote Private Key Security	15/165,303	5/29/2015
Acronis International GmbH	Optimization of packetized data transmission in TCP-based networks	15/236,539	8/13/2015
Acronis International GmbH	Method and System for Backup to a Hidden Backup Storage	14/244,541	4/15/2011
Acronis International GmbH	Backup of virtual machines from storage snapshot	14/948,747	11/23/2015
Acronis International GmbH	User behavioral avatar based on personalized backup	15/469,647	4/1/2016
Acronis International GmbH	Geo-location-based mobile user authentication	15/472,880	4/1/2016

Acronis International GmbH	System and method for disaster recovery using a cloud-based data center	15/477,320	4/1/2016
Acronis International GmbH	System and method for data backup using unmanned aerial vehicle	15/464,449	3/21/2016
Acronis International GmbH	System and method for data backup using data binning and deduplication	15/793,188	10/26/2016
Acronis International GmbH	System and method for backing up social network data	15/696,612	9/6/2016
Acronis International GmbH	System and method for service level agreement based data storage and verification	15/642,479	7/6/2017
Acronis International GmbH	System and method for managing services and licenses using a blockchain network	15/392,728	12/28/2016
Acronis International GmbH	System and method for verification of data transferred among several data storages	15/790,140	10/26/2016
Acronis International GmbH	System and method for automatic software installation and configuration	15/895,034	2/15/2017
Acronis International GmbH	System and method for data classification during file backup	15/922,365	3/15/2017
Acronis International GmbH	System and method for publication of private data using a blockchain network	15/998,403	8/15/2017
Acronis International GmbH	System and method for support of integrity of data storage with erasure coding	15/883,214	1/31/2017
Acronis International GmbH	Ransomware protection and data restoration systems and methods	15/868,349	2/24/2017
Acronis International GmbH	System and method for efficient backup on common applications	15/891,480	2/8/2018
Acronis International GmbH	Proved authenticity of restored files and ransomware prevention	15/903,248	1/12/2017
Acronis International GmbH	Wearable Human Interface Device and System	15/896,488	1/31/2017
Acronis International GmbH	Anti-malware protection using volume filters	15/619,609	6/12/2017
Acronis International GmbH	Protecting against malware code injections in trusted processes	16/354,612	3/16/2018
Acronis International GmbH	Method for decrypting data encrypted by ransomware	16/033,588	7/12/2017
Acronis International GmbH	Systems and methods for preventive ransomware detection using file honeypots	16/132,639	9/22/2017
Acronis International GmbH	Method for data classification using machine learning during archiving	16/018,172	6/26/2017
Acronis International GmbH	System and method for efficient file archiving using machine learning	16/002,122	6/7/2017
Acronis International GmbH	System and method for automating formation and execution of a backup	16/195,915	11/22/2017

	strategy using machine learning		
Acronis International GmbH	User clustering on metadata analysis	15/907,735	2/28/2018
Acronis International GmbH	Cloud AI engine for malware analysis and attack prediction	15/998,856	8/17/2017
Acronis International GmbH	Blockchain-based media content authentication methods and systems	16/194,731	11/20/2017
Acronis International GmbH	System and method for scheduling and allocating data storage	15/983,245	5/18/2018
Acronis International GmbH	System and method for data classification during file backup	15/964,334	4/27/2018
Acronis International GmbH	System and method for fast disaster recovery	15/892,958	2/9/2018
Acronis International GmbH	Protecting Shared Network Resources on the Client Side (NAS protection)	62/777,853	12/11/2018
Acronis International GmbH	Blockchain-based verification of machine learning	16/248,986	1/19/2018
Acronis International GmbH	Systems and methods for predictive data protection	16/533,103	8/6/2018
Acronis International GmbH	Data self-protection and critical system resources protection	62/784,930	12/26/2018
Acronis International GmbH	Behavior analyzer system of operational tracking and active data backup and recovery	62/738,417	9/30/2018
Acronis International GmbH	Method and complex of endpoint protection with cloud-based deep malware analysis and machine learning	16/173,405	9/29/2018
Acronis International GmbH	Deep malware analysis based on total application control in memory and separation it from system components	16/369,166	3/29/2019
Acronis International GmbH	Auto Configurable Data Storage using AI/ML	62/718,991	8/16/2018
Acronis International GmbH	System and method of using data blocks to optimize file storage	15/846,308	1/4/2016
Acronis International GmbH	System and method for post-route analysis of an autonomous vehicle	62/775,409	12/5/2018
Acronis International GmbH	Optimized crash-consistent incremental backup of cluster shared volumes (solution for Nissan)	62/740,016	9/25/2018
Acronis International GmbH	System and method for utility ranking and funding for cloud storage	62/725,063	9/30/2018
Acronis International GmbH	Proactive DR Operations based on Events Monitoring	16/196,099	11/19/2018
Acronis International GmbH	System and method of selectively restoring a computer system to an operational state	62/840,513	4/30/2019
Acronis International GmbH	System and method for disaster recovery using application streaming	62/847,540	4/30/2019

Acronis International GmbH	System and method for data packing into blobs for efficient storage	62/ 774,467	12/3/2018
Acronis International GmbH	Optimized lock detection in a change block tracker	16/120,594	12/30/2015
Acronis International GmbH	Safe and instant remediation without data loss: restoring from a backup and applying the latest user changes	62/ 781,318	12/18/2018
Acronis International GmbH	System and method of performing recovery using a backup image	62/823,157	3/25/2019
Acronis International GmbH	Methods and systems for scanning objects of a computing device, by an anti-malware, using a white list created based on data backups of an organization	62/826,192	3/29/2019
Acronis International GmbH	AV scan and vulnerability assessment of backups at centralized location	62/871,251	6/30/2019
Acronis International GmbH	System and method for indexing and searching encrypted archives	62/783,567	12/21/2018
Acronis International GmbH	System and method for generating and storing forensics-specific metadata	16/582,497	9/25/2019
Acronis International GmbH	Integration of remediation, AV updates and patch management into recovery process keeps infection from reoccurring	62/855,019	5/31/2019
Acronis International GmbH	System and method for creating a data protection map and remediating vulnerabilities	62/809,783	2/22/2019
Acronis International GmbH	System and method of preventing malware reoccurrence when restoring a computing device using a backup image	62/855,019	5/31/2019
Acronis International GmbH	Method for a Clean Restoration Point Discovering Before Applying System and Application Patches	62/828,034	3/31/2019
Acronis International GmbH	System and method for preserving data using replication and blockchain notarization	62/823,741	3/26/2019
Acronis International GmbH	Method of protection of user computing resources against crypto mining	62/858,517	6/7/2019
Acronis International GmbH	System and method for storage and antivirus scan using file level deduplication	62/815,556	3/8/2019
Acronis International GmbH	Efficient scanning of cloud and local archives based on mounting a specific slice	62/874,548	7/16/2019
Acronis International GmbH	Methods and systems for de-duplicating blocks of data	16/435,701	6/10/2019
Acronis International GmbH	System and method of determining a backup schedule based on data analysis and machine learning	62/848,776	5/12/2019
Acronis International GmbH	Systems and methods for parallel virus and malware scan between agents in a cloud environment	62/923,665	10/21/2019

Acronis International GmbH	Method of countering the removal of digital forensics information by malicious software	62/908,742	9/25/2019
Acronis International GmbH	Method and system for building content for a de-duplication engine	16/435,720	6/10/2019
Acronis International GmbH	Method and system for storing and managing states of a computer	16/455,870	6/25/2019
Acronis International GmbH	Methods and cloud-based systems for detecting malwares by servers	16/289,851	3/1/2019
Acronis International GmbH	Methods and cloud-based systems for correlating malware detections by endpoint devices and servers	16/290,009	3/1/2019
Acronis International GmbH	System and method for data deduplication using log-structured merge trees	15/624,796	6/16/2017
Acronis International GmbH	System and method for controlling access to OS resources	15/245,410	8/24/2016
Acronis International GmbH	System and method for protection against ransomware attacks	16/406,568	5/8/2019

## ANNEX A<sup>1</sup>

### PATENT SECURITY AGREEMENT SUPPLEMENT

This Patent Security Agreement Supplement is entered into as of the [ ] day of [ ], 20[ ] by [ ], a [ ] (“ ”), [ ], a [ ] ( “Swiss Grantor”).

#### RECITALS

A. Swiss Grantor is party to that certain Patent Security Agreement, by and between Agent and the Swiss Grantor, dated as of December 18, 2019 (as the same may have been amended, modified or supplemented from time to time prior to the date hereof, the “Existing Patent Security Agreement”; capitalized terms used herein are used as defined in the Existing Patent Security Agreement);

B. Swiss Grantor wishes to amend the Existing Patent Security Agreement by supplementing the Patent Collateral therein with the Patent(s) listed on the exhibits hereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Swiss Grantor hereby represents, warrants, covenants and agrees as follows:

#### AGREEMENT

Swiss Grantor hereby grants to Agent, for the ratable benefit of the Lenders, to secure the payment and performance in full of all of the Obligations, a continuing security interest in, and pledges to Agent, for the ratable benefit of the Lenders, all of such Swiss Grantor’s right, title and interest in, to and under the following (excluding the Subject Swiss Collateral as defined in the Credit Agreement (as defined in the Existing Patent Security Agreement)), wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:

(a) All Patents, including without limitation those U.S. issued patents and patent applications set forth on Exhibit A attached hereto, as such exhibit may be further amended, modified or supplemented from time to time; and

(b) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Swiss Grantor hereby agrees that the Patents listed on the exhibits hereto shall become a part of the Patent Collateral in the Existing Patent Security Agreement and shall secure all Obligations in accordance with the terms of the Credit Agreement. The exhibits of the Existing Patent Security Agreement shall be deemed amended to add the Patent(s) listed on the exhibits to this Patent Security Agreement Supplement. The rights and remedies of the Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement and the Existing Patent Security Agreement.

---

<sup>1</sup> Note to draft: Annex A to be used to supplement the Patent Security Agreement with new or revised patents after the initial closing, in accordance with the updating requirements under the Credit Agreement



The provisions of the Existing Patent Security Agreement regarding the Swiss limitation (as provided for in paragraph (f) of the Existing Patent Security Agreement), choice of law, jurisdiction, venue and jury trial waiver are incorporated herein and shall govern this Patent Security Agreement Supplement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Swiss Grantor has caused this Patent Security Agreement Supplement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**SWISS GRANTOR:**

**Acronis International GmbH**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

U.S. Patents and Patent Applications

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

