PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6129323

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VEEAM SOFTWARE GROUP GMBH	05/28/2020

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE N.A.
Street Address:	383 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10179

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	8402309
Patent Number:	8745444
Patent Number:	9378121
Patent Number:	9015129
Patent Number:	9507670
Patent Number:	8566640
Patent Number:	8332689
Patent Number:	9104624
Patent Number:	9116846
Patent Number:	9552168
Patent Number:	9823877
Patent Number:	10394657
Patent Number:	10007447
Patent Number:	10157103
Application Number:	16585819
Application Number:	16197644
Application Number:	16552720
Application Number:	16380016
Application Number:	15359128
Application Number:	14789735

CORRESPONDENCE DATA

Fax Number:

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:	212-728-8000
Email:	ipdept@willkie.com
Correspondent Name:	SPENCER SIMON
Address Line 1:	787 SEVENTH AVENUE
Address Line 4:	NEW YORK, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	118051.24
NAME OF SUBMITTER:	SPENCER SIMON
SIGNATURE:	/Spencer Simon/
DATE SIGNED:	05/29/2020

Total Attachments: 8

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of May 28, 2020 (this "Agreement"), between VEEAM SOFTWARE GROUP GMBH (the "Grantor") and JPMORGAN CHASE BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of February 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among VS INTERMEDIATE 2, LLC, a Delaware limited liability company ("Holdings"), VS BUYER, LLC, a Delaware limited liability company (the "Borrower"), the Lenders from time to time party thereto, the Issuing Banks from time to time party thereto and JPMORGAN CHASE BANK, N.A., as the administrative agent, and (b) that certain Collateral Agreement, dated as of February 28, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and/or as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. For purposes of this Agreement, (a) "Patents" means (i) all patents and patent applications, for letters patent of the United States, including issued patents and pending patent applications in the United States Patent and Trademark Office, including those listed on Schedule I hereto and (ii) all reissues, substitutes, divisionals, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (b) "Proceeds" means all "proceeds" as such term is defined in Section 9-102(a)(64) of the UCC and (c) "UCC" means the New York UCC; provided, however, that, at any time, if by reason of mandatory provisions of law, any or all of the perfection or priority of the Collateral Agent's and the Secured Parties' security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect, at such time, in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor agrees to grant and hereby unconditionally and irrevocably grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under (a) all Patents now owned or hereafter owned or acquired by the Grantor, including without limitation, those listed on Schedule I attached hereto, (b) all rights to sue or otherwise recover for any past, present and future infringement or other violation thereof, (c) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due

and/or payable with respect thereto, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Patent Collateral"). This Agreement is not to be construed as an assignment of any patent or patent application.

SECTION 3. Collateral Agreement; Incorporation by Reference. The parties hereto agree that the terms and provisions of Sections 3.02(a), (b) and (c), Sections 3.03(b), (c) and (d), Sections 3.05(a), (b) and (c) (provided that with respect to Section 3.05(c), the reference to Schedule III therein shall be deemed to be a reference to Schedule I hereto), Sections 4.01, 4.02 and 4.04, Sections 5.02, 5.03 (subject to the limitations set forth in Section 2.10 of the Guarantee Agreement (as defined in the Credit Agreement)), 5.04, 5.05, and 5.07, Sections 5.09(b) and (c), and Sections 5.10, 5.12 and 5.15 of the Collateral Agreement (in each case, as in effect on the date hereof and only to the extent applicable to the Grantor (as defined above), the Collateral Agent (as defined above), the Security Interest (as defined above) and the Patent Collateral (as defined above)) are hereby incorporated into this Agreement by reference, and such terms and provisions shall apply to this Agreement *mutatis mutandis* as if fully set forth herein. For the avoidance of doubt, notwithstanding the preceding sentence, the Security Interest granted by the Grantor to the Collateral Agent for the benefit of the Secured Parties pursuant to this Agreement is limited to the Patent Collateral (as defined above) and in no event shall the Grantor be deemed to make any representation or have any obligation under this Agreement, or the Collateral Agent have any rights pursuant to this Agreement, with respect to any assets of the Grantor other than the Patent Collateral. In the event of any conflict between the terms of this Agreement and such terms and provisions of the Collateral Agreement incorporated by reference, such terms and provisions of the Collateral Agreement shall govern.

SECTION 4. Limitation.

(a)   If and to the extent that the Security Interest is enforced for obligations of Affiliates of the Grantor which are not its wholly-owned direct or indirect Subsidiaries and if this would constitute a repayment of capital (*Einlagerückgewähr*), a violation of the legally protected reserves (*gesetzlich geschützte Reserven*) or the payment of a (constructive) dividend (*Gewinnausschüttung*) by the Grantor or would otherwise be restricted under then applicable Swiss corporate law (the "Restricted Obligations"), the use of such enforcement proceeds shall be limited to the freely disposable equity of the Grantor, as determined in accordance with Swiss law and applicable Swiss accounting principles and, if and to the extent required by applicable Swiss law, confirmed by the auditors of the Grantor on the basis of an interim audited balance sheet at the time of enforcement of the Security Interest (the "Maximum Amount"), provided that this is a requirement under then applicable mandatory Swiss law and understood that such limitation shall not prevent the Collateral Agent from applying such enforcement proceeds in excess of the Maximum Amount, but that it shall merely postpone the performance date therefor until the earliest time or times that this is again permitted under applicable law.

(b)   In relation to an enforcement of the Security Interest in satisfaction of Restricted Obligations, if and to the extent that the proceeds from such enforcement are by law subject to Swiss Withholding Tax, the Grantor shall use its best efforts to mitigate to the extent possible any Swiss Withholding Tax obligations to be levied on the use of the enforcement proceeds of the Security Interest, in particular through a notification procedure. To the extent a notification

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procedure is not available, the Collateral Agent shall use reasonable endeavours to withhold from the enforcement proceeds of the Security Interest an amount equivalent to the Swiss Withholding Tax at the then applicable rate, and subject to any applicable double taxation treaty or any other applicable treaty, that may be due by the Grantor to the Swiss Federal Tax Administration from the enforcement of the Security Interest by the Collateral Agent under this Agreement, and forward such amount to the Swiss Federal Tax Administration, in the name and for the account of the Grantor, upon presentation by the Grantor to the Collateral Agent of the relevant form of the Swiss Federal Tax Administration, together with its payment order form (which presentation shall be made, if needed, on a monthly basis), it being specified that (i) the Grantor shall fully cooperate in any mitigating efforts and in any efforts relating to the transfer of any refunds to the order of the Collateral Agent, and (ii) the Grantor shall fill in and prepare the relevant form of the Swiss Federal Tax Administration and submit it to the Collateral Agent for approval, which approval shall not be unreasonably withheld.

(c)   The Grantor shall, if and to the extent requested by the Collateral Agent or required under then applicable Swiss law take and cause to be taken all and any action, including, without limitation, (i) the provision of an interim balance sheet audited by the statutory auditors of the Grantor setting out the Maximum Amount, (ii) the conversion of restricted reserves into reserves freely available for distribution as dividends (to the extent permitted by mandatory Swiss law), (iii) the taking of any further corporate and other action as may be required by law (such as board and shareholders' approvals and the receipt of any confirmations from the Grantor's statutory auditors) and (iv) other measures necessary or useful to allow an enforcement, foreclosure or realization of the Security Interest with a minimum of limitations.

(d)   If the enforcement of Restricted Obligations would be limited due to the effects referred to in this Section 4, then the Grantor shall (i) to the extent permitted by applicable law, revalue and/or realize any of its assets that are shown on its balance sheet with a book value that is significantly lower than the market value of such assets, in case of realisation, however, only if such assets are not necessary for the Grantor's business (*nicht betriebsnotwendig*) and (ii) reduce its quota capital to the minimum allowed under then applicable law.

SECTION 5. Swiss Insolvency Matters.   For purposes of Swiss insolvency laws, enforcement of this Agreement may take place outside debt enforcement proceedings (*Privatverwertung*). The Collateral Agent may commence other enforcement proceedings against the Grantor by way of special or general enforcement (*Betreibung auf Pfändung oder Konkurs*) pursuant to the Swiss Federal Act on Debt Enforcement and Bankruptcy. Art. 41 para. 1bis of the Swiss Federal Act on Debt Enforcement and Bankruptcy is waived.

SECTION 6. Termination.   At such time as (a) the Commitments shall have expired or been terminated and (b) all Secured Obligations, including the principal of and interest on each Loan and all fees, expenses and other amounts (excluding contingent obligations (other than any such obligations in respect of a Letter of Credit) as to which no claim has been made or which are otherwise not due) payable under any Loan Document, any Secured Swap Obligation and any Secured Cash Management Obligation, shall have been paid in full in cash and all Letters of Credit shall have expired or been terminated and all LC Disbursements shall have been fully reimbursed, the security interest granted herein shall terminate and the Collateral Agent shall execute,

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acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patent Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section 6 shall be without recourse or warranty by the Collateral Agent or any other Secured Party.

SECTION 7. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on 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 signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 8. Governing Law. This Agreement and the Security Interest shall be construed in accordance with and governed by the laws of the State of New York.
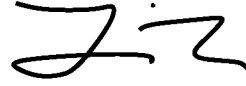
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VEEAM SOFTWARE GROUP GMBH, as Grantor

By: _____
Name: William H. Largent
Title: Director

**JPMORGAN CHASE BANK, N.A., as
Collateral Agent**

By:_____
　　　Name: Timothy Lee
　　　Title: Executive Director

Schedule I

Patents

Owner	Patent Title	Patent No.
Veeam Software Group GmbH	ITEM-LEVEL RESTORATION AND VERIFICATION OF IMAGE LEVEL BACKUPS	8,402,309
Veeam Software Group GmbH	ITEM-LEVEL RESTORATION AND VERIFICATION OF IMAGE LEVEL BACKUPS	8,745,444
Veeam Software Group GmbH	ITEM-LEVEL RESTORATION AND VERIFICATION OF IMAGE LEVEL BACKUPS	9,378,121
Veeam Software Group GmbH	CROSS-PLATFORM OBJECT LEVEL RESTORATION FROM IMAGE LEVEL BACKUPS	9,015,129
Veeam Software Group GmbH	SELECTIVE PROCESSING OF FILE SYSTEM OBJECTS FOR IMAGE LEVEL BACKUPS	9,507,670
Veeam Software Group GmbH	SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR INSTANT RECOVERY OF IMAGE LEVEL BACKUPS	8,566,640
Veeam Software Group GmbH	SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR INSTANT RECOVERY OF IMAGE LEVEL BACKUPS	8,332,689
Veeam Software Group GmbH	SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODUCTS FOR INSTANT RECOVERY OF IMAGE LEVEL BACKUPS	9,104,624
Veeam Software Group GmbH	VIRTUAL MACHINE BACKUP FROM STORAGE SNAPSHOT	9,116,846
Veeam Software Group GmbH	VIRTUAL MACHINE BACKUP FROM STORAGE SNAPSHOT	9,552,168
Veeam Software Group GmbH	VIRTUAL MACHINE BACKUP FROM STORAGE SNAPSHOT	9,823,877
Veeam Software Group GmbH	USER AUTHORIZATION ON FOR FILE LEVEL RESTORATION FROM IMAGE LEVEL BACKUPS	10,394,657
Veeam Software Group GmbH	SYSTEMS, METHODS, AN COMPUTER PROGRAM PRODUCTS FOR LOW IMPACT BACKUP	10,007,447
Veeam Software Group GmbH	EFFICIENT PROCESSING OF FILE SYSTEM OBJECTS FOR IMAGE LEVEL BACKUPS	10,157,103

Patent Applications

Owner	Application Title	Application No.
Veeam Software Group GmbH	SECURE RESTORE	16/585,819
Veeam Software Group GmbH	SELECTIVE PROCESSING OF FILE SYSTEM OBJECTS FOR IMAGE LEVEL BACKUPS	16/197,644

Veeam Software Group GmbH	USER AUTHORIZATION ON FOR FILE LEVEL RESTORATION FROM IMAGE LEVEL BACKUPS	16/552,720
Veeam Software Group GmbH	MALWARE SCANNING OF AN IMAGE LEVEL BACKUP	16/380,016
Veeam Software Group GmbH	SELECTIVE PROCESSING OF FILE SYSTEM OBEJCTS FOR IMAGE LEVEL BACKUPS	15/359,128
Veeam Software Group GmbH	SYSTEMS, METHODS, AND COMPUTER PROGRAM PRODCUTS FOR INSTANT RECOVERY OF IMAGE LEVEL BACKUPS	14/789,735

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