

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT SUPPLEMENT
CONVEYING PARTY DATA	
Name	Execution Date
VERITAS TECHNOLOGIES LLC	08/11/2020
RECEIVING PARTY DATA	
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS NOTES COLLATERAL AGENT
Street Address:	1100 NORTH MARKET STREET
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19890
PROPERTY NUMBERS Total: 18	
Property Type	Number
Application Number:	16867499
Application Number:	16853197
Application Number:	16839140
Application Number:	16837046
Application Number:	16836997
Application Number:	16836472
Application Number:	16835657
Application Number:	16836288
Application Number:	16836306
Application Number:	16822821
Application Number:	16817197
Application Number:	16805294
Application Number:	16805292
Application Number:	16800322
Application Number:	16784012
Application Number:	16780115
Application Number:	62969082
Application Number:	16778462
CORRESPONDENCE DATA	
PATENT	

Fax Number: (212)751-4864

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: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP, C/O JESSICA BAJADA-SILVA

Address Line 1: 885 THIRD AVE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	057887-0001
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NAME OF SUBMITTER:	JESSICA BAJADA-SILVA
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SIGNATURE:	/s/ Jessica Bajada-Silva
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DATE SIGNED:	08/31/2020
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Total Attachments: 8

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PATENT SECURITY AGREEMENT SUPPLEMENT

This PATENT SECURITY AGREEMENT SUPPLEMENT (this “Patent Security Agreement Supplement”) dated August 11, 2020, is made by VERITAS TECHNOLOGIES LLC (the “Grantor”) in favor of Wilmington Trust, National Association, as collateral agent (the “Notes Collateral Agent”) for the Notes Secured Parties (as defined in the Security Agreement (as defined below)).

WHEREAS, VERITAS BERMUDA LTD., a Bermuda exempted company (the “Bermuda Co-Issuer”), and VERITAS US INC., a corporation organized under the laws of Delaware (the “U.S. Co-Issuer” and, together with the Bermuda Co-Issuer, the “Issuers”), have entered into the Indenture dated as of January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), with WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee and Notes Collateral Agent, and the other parties party thereto. Capitalized terms defined in the Indenture or in the Security Agreement and not otherwise defined herein are used herein as defined in the Indenture or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Indenture, the Grantor has executed and delivered or otherwise become bound by that certain Security Agreement dated January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Patent Security Agreement dated January 29, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this Patent Security Agreement Supplement for recording with the United States Patent and Trademark Office.

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

Section 1. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, and the Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Notes Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) all patents and patent applications including but not limited to those set forth in Schedule A hereto and all inventions claimed or disclosed therein and all improvements thereto (the “Patents”);
- (ii) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for

registration set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights in the foregoing corresponding thereto throughout the world;

(iv) all agreements granting to the Grantor, or pursuant to which the Grantor grants to any other Person rights in any of the foregoing ("IP Agreements");

(v) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral," shall not include any Excluded Property.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Patent Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Notes Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

Section 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This Patent Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the

rights and remedies of, the Notes Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc. (a) THIS PATENT SECURITY AGREEMENT SUPPLEMENT AND ANY CLAIMS, 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 SUPPLEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PATENT SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE NOTES COLLATERAL AGENT OR ANY OTHER NOTES SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY GRANTOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.1 OF THE INDENTURE. NOTHING IN THIS PATENT SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS PATENT SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

VERITAS TECHNOLOGIES LLC, as Grantor

By: 

Name: Maximina Fagan

Title: Secretary

Address for Notifications: 2625 Augustine Drive
Santa Clara, CA 95054

[Signature Page to Patent Security Agreement Supplement]

**PATENT
REEL: 053640 FRAME: 0786**

SCHEDULE A

[Schedule A to Patent Security Agreement Supplement]

United States Patent Applications

U.S. Patent Applications included in Credit Agreement Security Agreement Supplement dated July 1, 2020				
Title	App. No.	Filed Date	Registered Owner	Status
Systems and Methods for Protecting Data	16/867,499	2020-05-05	Veritas Technologies LLC	Application
Systems and Methods for Performing Live Migrations of Software Containers	16/853,197	2020-04-20	Veritas Technologies LLC	Application
Offset Segmentation for Improved Inline Data Deduplication	16/839,140	2020-04-03	Veritas Technologies LLC	Application
Method to Use Previously-Occupied Inodes and Associated Data Structures to Improve File Creation Performance	16/837,046	2020-04-01	Veritas Technologies LLC	Application
Context-Driven Data Backup and Recovery	16/836,997	2020-04-01	Veritas Technologies LLC	Application
Methods and Systems for Affinity-Aware Fingerprint Prefetching	16/836,472	2020-03-31	Veritas Technologies LLC	Application
Optimize Backup from Universal Share	16/835,657	2020-03-31	Veritas Technologies LLC	Application
Method and System for Data Consistency Across Failure and Recovery of Infrastructure	16/836,288	2020-03-31	Veritas Technologies LLC	Application
Methods and Systems for Improved Deduplication Performance Using Prefetched Backup Information	16/836,306	2020-03-31	Veritas Technologies LLC	Application
Systems and Methods for Protecting a Folder from Unauthorized File Modification	16/822,821	2020-03-18	Veritas Technologies LLC	Application
Systems and Methods for Rebalancing Striped Information Across Multiple Storage Devices	16/817,197	2020-03-12	Veritas Technologies LLC	Application
METHODS AND SYSTEMS FOR DATA RESYNCHRONIZATION IN A REPLICATION ENVIRONMENT	16/805,294	2020-02-28	Veritas Technologies LLC	Application
Methods and Systems for Data Resynchronization in a Replication Environment	16/805,292	2020-02-28	Veritas Technologies LLC	Application

[Schedule A to Patent Security Agreement Supplement]

Systems and Methods for Agentless and Accelerated Backup of a Database	16/800,322	2020-02-25	Veritas Technologies LLC	Application
Systems and Methods for Distributing Information Across Failure Domains in Servers	16/784,012	2020-02-06	Veritas Technologies LLC	Application
Systems and Methods for Producing Access Control List Caches including Effective Information Access Permissions Across Disparate Storage Devices	16/780,115	2020-02-03	Veritas Technologies LLC	Application
Methods and Systems for Improved Deduplication Performance Using Prefetched Backup Information	62/969,082	2020-02-02	Veritas Technologies LLC	Application
Systems and Methods for Managing Replication of Data to a Remote Storage Device	16/778,462	2020-01-31	Veritas Technologies LLC	Application

Patent Cooperation Treaty Applications

Title	App. No.	Filed Date	Registered Owner	Status
Method and System For Improving Efficiency in the Management of Data References	PCT/US20/25954	2020-03-31	Veritas Technologies LLC	Application

PATENT

REEL: 053640 FRAME: 0789

RECORDED: 08/31/2020

[Schedule A to Patent Security Agreement Supplement]