

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6377021

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
LIQID INC.		10/03/2019
RECEIVING PARTY DATA		
Name:	CANADIAN IMPERIAL BANK OF COMMERCE	
Street Address:	40 KING STREET WEST, SUITE 5702	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5H 3Y2	
PROPERTY NUMBERS Total: 18		
Property Type	Number	
Patent Number:	10037296	
Application Number:	16678635	
Application Number:	16054212	
Patent Number:	10540185	
Application Number:	16265390	
Patent Number:	10585827	
Application Number:	16286725	
Application Number:	16377827	
Application Number:	16553363	
Application Number:	16568603	
Application Number:	16745704	
Application Number:	16810944	
Application Number:	16819646	
Application Number:	16852676	
Application Number:	16857941	
Application Number:	16857967	
Application Number:	16858005	
Application Number:	16858045	
CORRESPONDENCE DATA		

Fax Number: (415)693-2222

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 41569320000

Email: crhem@cooley.com

Correspondent Name: COOLEY LLP

Address Line 1: 101 CALIFORNIA STREET, 5TH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	313569-149
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NAME OF SUBMITTER:	C. RHEM
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SIGNATURE:	/CR/
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DATE SIGNED:	10/30/2020
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of October 3, 2019, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and LIQID INC., a Delaware corporation (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

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

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

AGREEMENT

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

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

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

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

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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

Address of Grantor:

329 Interlocken Parkway
Suite 200
Broomfield CO 80021
Attention: Chief Financial Officer

GRANTOR:

LIQID INC.

By: 

Name: BRYAN SCHRAMM

Title: COO

Address of Bank:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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Address of Grantor:

329 Interlocken Parkway
Suite 200
Broomfield CO 80021
Attention: Chief Financial Officer

GRANTOR:

LIQID INC.

By: _____
Name: _____
Title: _____

Address of Bank:

CIBC Innovation Banking
40 King S. West, Suite 5702
Toronto, Ontario
M5H 3Y2
Attention: Mark McQueen, President and Executive
Managing Director

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE


By: 
Name: Mark McQueen
Title: President and Executive Managing Director
CIBC Innovation Banking

EXHIBIT A
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None.

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
LIQID INC.	MODULAR CARRIER FORM FACTORS FOR COMPUTING PLATFORMS	15727228	Oct 6, 2017
LIQID INC.	FABRIC SWITCHED GRAPHICS MODULES WITHIN STORAGE ENCLOSURES	15848248	Dec 20, 2017
LIQID INC.	RACKMOUNT SWITCH DEVICES FOR PERIPHERAL COMPONENT INTERCONNECT EXPRESS (PCIE) SYSTEMS	15914081	Mar 7, 2018
LIQID INC.	PEER-TO-PEER COMMUNICATION FOR GRAPHICS PROCESSING UNITS	16246712	Jan 14, 2019
LIQID INC.	MESHED ARCHITECTURE RACKMOUNT STORAGE ASSEMBLY	10206297	Feb 12, 2019
LIQID INC.	PEER-TO-PEER COMMUNICATION FOR GRAPHICS PROCESSING UNITS	10180924	Jan 15, 2019
LIQID INC.	PCIE FABRIC CONNECTIVITY EXPANSION CARD	15964263	Apr 27, 2018
LIQID INC.	PEER-TO-PEER COMMUNICATION FOR GRAPHICS PROCESSING UNITS	16246712	Jan 14, 2019
LIQID INC.	DISAGGREGATED FABRIC- SWITCHED COMPUTING PLATFORM	15675377	Aug 11, 2017
LIQID INC.	DISAGGREGATED FABRIC- SWITCHED COMPUTING UNITS	15675410	Aug 11, 2017
LIQID INC.	DISAGGREGATED FABRIC- SWITCHED COMPUTING USER INTERFACES	15675431	Aug 11, 2017
LIQID INC.	MULTI-PORT INTERPOSER ARCHITECTURES IN DATA STORAGE SYSTEMS	15618668	Jun 9, 2017
LIQID INC.	ENHANCED SSD STORAGE DEVICE FORM FACTORS	16377827	Apr 8, 2019
LIQID INC.	ENHANCED PCIE STORAGE DEVICE FORM FACTORS	10255215	Apr 9, 2019
LIQID INC.	KERNEL THREAD NETWORK STACK BUFFERING	16166846	Oct 22, 2018

LIQID INC.	STACKED-DEVICE PERIPHERAL STORAGE CARD	15278377	Sep 28, 2016
LIQID INC.	STACKED-DEVICE PERIPHERAL STORAGE CARD	15220740	Jul 27, 2016
LIQID INC.	MULTI-THREAD NETWORK STACK BUFFERING OF DATA FRAMES	10108422	Oct 23, 2018
LIQID INC.	TRANSFER OF STORAGE OPERATIONS BETWEEN PROCESSORS	16266739	Feb 4, 2019
LIQID INC.	FRONT-END QUALITY OF SERVICE DIFFERENTIATION IN DATA SYSTEMS	16259453	Jan 28, 2019
LIQID INC.	TUNNELING OF STORAGE OPERATIONS BETWEEN STORAGE NODES	10198183	Feb 5, 2019
LIQID INC.	FRONT-END QUALITY OF SERVICE DIFFERENTIATION IN STORAGE SYSTEM OPERATIONS	10191691	Jan 29, 2019
LIQID INC.	INITIALIZATION OF MODULAR DATA STORAGE ASSEMBLIES	16029815	Jul 9, 2018
LIQID INC.	ENHANCED INITIALIZATION FOR DATA STORAGE ASSEMBLIES	10019388	Jul 10, 2018
LIQID INC.	DATA STORAGE DRIVE MODULE CARRIER ASSEMBLY	15933571	Mar 23, 2018
LIQID INC.	DATA STORAGE DRIVE MODULE CARRIER ASSEMBLY	9958913	May 1, 2018
LIQID INC.	ADJUSTABLE DATA STORAGE DRIVE MODULE CARRIER ASSEMBLY	9501110	Nov 22, 2016
LIQID INC.	DUAL-SIDED RACKMOUNT MODULAR DATA PROCESSING ASSEMBLY	10001819	Jun 19, 2018
LIQID INC.	DUAL-SIDED RACKMOUNT STORAGE ASSEMBLY	9653124	May 16, 2017
LIQID INC.	SYNCHRONIZATION OF STORAGE TRANSACTIONS IN CLUSTERED STORAGE SYSTEMS	10362107	Jul 23, 2019
LIQID INC.	NETWORK FAILOVER HANDLING IN COMPUTING SYSTEMS	16246686	Jan 14, 2019
LIQID INC.	FRONT END TRAFFIC HANDLING IN MODULAR SWITCHED FABRIC BASED DATA STORAGE SYSTEMS	10223315	Mar 5, 2019

LIQID INC.	FAILOVER HANDLING IN MODULAR SWITCHED FABRIC FOR DATA STORAGE SYSTEMS	15625216	Jun 16, 2017
LIQID INC.	MODULAR SWITCHED FABRIC FOR DATA STORAGE SYSTEMS	15494673	Apr 24, 2017
LIQID INC.	NETWORK FAILOVER HANDLING IN MODULAR SWITCHED FABRIC BASED DATA STORAGE SYSTEMS	10180889	Jan 15, 2019
LIQID INC.	MODULAR SWITCHED FABRIC FOR DATA STORAGE SYSTEMS	9645902	May 9, 2017
LIQID INC.	FRONT END TRAFFIC HANDLING IN MODULAR SWITCHED FABRIC BASED DATA STORAGE SYSTEMS	9798636	Oct 24, 2017
LIQID INC.	FAILOVER HANDLING IN MODULAR SWITCHED FABRIC FOR DATA STORAGE SYSTEMS	9684575	Jun 20, 2017
LIQID INC.	SCALABLE STORAGE SYSTEM	16173946	Oct 29, 2018
LIQID INC.	DATA STORAGE DEVICES WITH MULTIPLE HOST INTERFACES	16048449	Jul 30, 2018
LIQID INC.	POWER HANDLING IN A SCALABLE STORAGE SYSTEM	10037296	Jul 31, 2018
LIQID INC.	STATISTICAL POWER HANDLING IN A SCALABLE STORAGE SYSTEM	10114784	Oct 30, 2018
LIQID INC.	POWER HANDLING IN A SCALABLE STORAGE SYSTEM	9678910	Jun 13, 2017
LIQID INC.	DATA STORAGE AMONG A PLURALITY OF STORAGE DRIVES	16254721	Jan 23, 2019
LIQID INC.	SYSTEMS AND METHODS FOR OPTIMIZING DATA STORAGE AMONG A PLURALITY OF STORAGE DRIVES	10191667	Jan 29, 2019
LIQID INC.	SYSTEMS AND METHODS FOR OPTIMIZING DATA STORAGE AMONG A PLURALITY OF SOLID STATE MEMORY SUBSYSTEMS	9285827	Mar 15, 2016
LIQID INC.	SYSTEMS AND METHODS FOR OPTIMIZING DATA STORAGE AMONG A PLURALITY OF SOLID STATE MEMORY SUBSYSTEMS	8688926	Apr 1, 2014
LIQID INC.	POWER REDISTRIBUTION AMONG STORAGE SLEDS, PCIE SWITCHES, AND HOSTS	10037296	Jul 31, 2018
LIQID INC.	"STACKED" SSD CONNECTORS	16/678,635	Nov 8, 2019

	IN ANY DEVICE		
LIQID INC.	OFFSET IN SLOT, PCIE STORAGE CARD ASSEMBLY	16/054,212	Aug 3, 2018
LIQID INC.	BOOTABLE IMAGE DEPLOYMENT OVER PCIE FABRIC	10,540,185	Jan 11, 2019
LIQID INC.	FPGAS ON PCIE FABRIC	16/265,390	Feb 1, 2019
LIQID INC.	DIRECT ATTACHED STORAGE TO ENDPOINTS ON PCIE FABRIC	10,585,827	Feb 5, 2019
LIQID INC.	INCREASED QUANTITY OF PCIE DEVICES PER BUS	16/286,725	Feb 27, 2019
LIQID INC.	U.2 DRIVE W/HOLDUP POWER	16/377,827	Apr 8, 2019
LIQID INC.	DUAL-PORT STORAGE INTERPOSER, DIRECT TRAFFIC TO CORRECT SSD BY SNOOPING TRAFFIC; (ALSO P-FAIL SUB- FEATURES)	16/553,363	Aug 28, 2019
LIQID INC.	STORAGE 'RULER' MECHANICAL DESIGN	16/568,603	Sept 12, 2019
LIQID INC.	SOFTWARE DEPLOYMENT OVER PCIE FABRIC	16/745,704	Jan 17, 2020
LIQID INC.	PEER-TO-PEER TRANSFERS AMONG ANY PCIE DEVICE	16/810,944	Mar 6, 2020
LIQID INC.	DISAGGREGATED ARCHITECTURE - CREATION OF COMPUTE UNITS OVER PCIE FABRIC	16/819,646	Mar 16, 2020
LIQID INC.	U/I FOR GPU PEER-TO-PEER USING ISOLATION FUNCTION (SYNTHETIC DEVICES) IN PCIE SWITCH	16/852,676	Apr 20, 2020
LIQID INC.	HARDWARE TEMPLATES FOR PRE-DEFINED COMPUTE UNITS	16/857,941	Pending
LIQID INC.	POLICY-BASED DYNAMIC ADJUSTMENTS TO COMPUTE UNITS	16/857,967	Pending
LIQID INC.	MULTI-PROTOCOL FABRIC CONTROL	16/858,005	Pending
LIQID INC.	CONVERGED SERVERS INTO POOL OF RESOURCES	16/858,045	Pending

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
LIQID INC.	LIQID COMMAND CENTER	5704961	3/19/2019
LIQID INC.	POWERED	5617415	11/27/2018
LIQID INC.	LIQID	5115090	1/3/2017
LIQID INC.	LIQID	5115089	1/3/2017
LIQID INC.	<i>Design Only</i>	5115088	1/3/2017
LIQID INC.	LIQID	5115087	1/3/2017