

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6445911

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|-----------------------------------|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| SCALE COMPUTING, INC. | | 12/11/2020 |
| RECEIVING PARTY DATA | | |
| Name: | AVENUE VENTURE OPPORTUNITIES FUND, L.P. | |
| Street Address: | 11 WEST 42ND STREET, 9TH FLOOR | |
| City: | NEW YORK | |
| State/Country: | NEW YORK | |
| Postal Code: | 10036 | |
| PROPERTY NUMBERS Total: 26 | | |
| Property Type | Number | |
| Patent Number: | 8639971 | |
| Patent Number: | 9104651 | |
| Patent Number: | 8949305 | |
| Patent Number: | 10019287 | |
| Patent Number: | 9077665 | |
| Patent Number: | 10430216 | |
| Patent Number: | 9928092 | |
| Patent Number: | 10089011 | |
| Patent Number: | 10509662 | |
| Patent Number: | 9703655 | |
| Patent Number: | 9830090 | |
| Patent Number: | 10120594 | |
| Patent Number: | 9348526 | |
| Patent Number: | 9436386 | |
| Patent Number: | 9542108 | |
| Patent Number: | 10176023 | |
| Patent Number: | 10740016 | |
| Patent Number: | 9740627 | |
| Application Number: | 13901325 | |
| Application Number: | 29450081 | |

| Property Type | Number |
|---------------------|----------|
| Application Number: | 29450089 |
| Application Number: | 29450098 |
| Application Number: | 61909118 |
| Application Number: | 61909344 |
| Application Number: | 15173256 |
| Application Number: | 15349961 |

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER: 1301894 PAT IPSA

NAME OF SUBMITTER: D'ARCY CONRIQUE

SIGNATURE: /D'Arcy Conrique/

DATE SIGNED: 12/11/2020

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership ("Lender") and SCALE COMPUTING, INC. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, for the benefit of the Lender, a security interest in all of 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 Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Lender, for the benefit of the Lender, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender, for the benefit of the Lender, under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender, for the benefit of the Lender, as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in

equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Lender to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Lender's name or in the name of Lender as agent and attorney-in-fact for Grantor.

Sections 9.11 (Governing Law and Jurisdiction) and 9.12 (Waiver of Jury Trial) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

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

GRANTOR:

SCALE COMPUTING, INC.


By: Jeff Ready
Its: Chief Executive Officer

Address for Notices:

525 S. Meridian Street, Suite 3E
Indianapolis, IN 46225
Attn: Chief Executive Officer
Email: jeff@scalecomputing.com
Phone # _____

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND,
L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

Signature: _____

Print Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenbarg, Senior Managing Director
Email: tgreenbarg@avenuecapital.com
Phone # 212-878-3523

December 11, 2020

[Signature Page to Intellectual Property Security Agreement]

DMS 18367067

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

GRANTOR:

SCALE COMPUTING, INC.

By: _____

Its: _____

By: _____

Name: _____

Title: _____

Address for Notices:

525 S. Meridian Street, Suite 3E

Indianapolis, IN 46225

Attn: Chief Executive Officer

Email: tready@scalecomputing.com

Phone # _____

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND,
L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

Signature: _____

Print Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

11 West 42nd Street, 9th Floor

New York, New York 10036

Attn: Todd Greenbarg, Senior Managing Director

Email: tgreenbarg@avenuecapital.com

Phone # 212-878-3523

December 11, 2020

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

| <u>Description</u> | <u>Patent/App. No.</u> | <u>File Date</u> |
|--|----------------------------|------------------|
| Condition Detection and Reporting in Complex Systems | 8,639,971 | 02/17/2011 |
| Distributed Test Suite Tools | 9,104,651 | 07/15/2011 |
| Distributed Dynamic System Configuration | 8,949,305 | 07/15/2011 |
| Unified Hypervisor and Distributed Fault-Tolerant Storage | 13/901,325 | 05/23/2013 |
| Virtual Machine Resource Display | 10,019,287 | 03/15/2013 |
| Transferring Virtual Machines and Resource Localization in a Distributed Fault-Tolerant System | 9,077,665 | 03/15/2013 |
| Virtual Machine Automated Selection | 10,430,216 | 05/23/2013 |
| Cluster Computer Display 1 | 29/450,081 | 03/15/2013 |
| Cluster Computer Display 2 | 29/450,089 | 03/15/2013 |
| Cluster Computer Display 3 | 29/450,098 | 03/15/2013 |
| Re-Duplication of De-Duplicated Files in a Fault-Tolerant Distributed Cluster | 61/909,118 | 11/26/2013 |
| Resource Management in a Virtual Machine Cluster (Jigsaw) | 9,928,092 | 11/26/2013 |
| Zero Memory Buffer Copying in a Reliable Distributed Computing System | 10,089,011 | 11/26/2013 |
| Virtual Devices in a Reliable Distributed Computing System | 10,509,662 | 11/26/2013 |
| Unanticipated Operational Requirements in a Reliable Distributed Computing System | 61/909,344 | 11/26/2013 |
| Recovery After Data Loss in a Reliable Distributed Computing System | 9,703,655 | 11/26/2013 |
| Metadata Caches in a Reliable Distributed Computing System | 9,830,090 | 11/26/2013 |
| Remote Latency in a Reliable Distributed Computing System | 10,120,594 | 11/26/2013 |
| Placement Engine for a Block Device | 9,348,526 | 03/28/2014 |
| Shared Reference Counters | 9,436,386 | 06/27/2014 |
| Efficient Migration of VSDs to a Remote Node | 9,542,108 | 06/30/2014 |
| Data Protection Implementation For Block Storage Devices | 15/173,256 | 06/03/2016 |
| Task Dispatcher For Block Storage Devices | 10,176,023 | 08/04/2016 |
| Management of Block Storage Devices Based on Access Frequency | 10,740,016 | 11/11/2016 |
| [Name Pending - SSD Placement] | 15/349,961 | |
| Placement Engine for a Block Device | 9,740,627 | 04/22/2016 |

EXHIBIT C

Trademarks

| BGD REF. 621811. | MARK | REG. NO. | FILE DATE | REG. DATE | GOODS/SERVICE | STATUS |
|---------------------|---|---------------------------|--------------|--------------|---|------------|
| 091237 | US TM - SCALE COMPUTING (stylized) | 3,786,454 Supplemental | 09/02/2009 | 05/04/2010 | Class 042 - Developing computer hardware and software, providing computer hardware, namely, computer rental for data protection and storage and providing temporary use of non-downloadable computer software for data protection and storage | Registered |
| 093051 | US TM - ICOS (word mark) | 4,210,728 Principal | 12/09/2010 | 09/18/2012 | Class 009 -Computer storage devices, namely, storage subsystems for storage and backup of electronic data that incorporate a data storage operating system | Registered |
| 093052 | US TM - ICOS TECHNOLOGY (& design) | 4,210,721 Principal | 12/07/2010 | 09/18/2012 | Class 009 - Computer storage devices, namely, storage subsystems for storage and backup of electronic data that incorporate a data storage operating system | Registered |
| 093417 | US TM - VINO AND VIRTUALIZATION (word mark) | 4,032,906 Supplemental | 12/21/2010 | 09/27/2011 | Class 041 -Educational services, namely, conducting conferences in the field of computer data storage and server resource management technology | Registered |

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|--------|---|------------------------|------------|------------|--|------------|
| 100003 | US TM – HC3 (word mark) | 4,450,405 Principal | 03/05/2013 | 12/17/2013 | Class 009 - Computer operating systems for integrating computer servers, electronic storage and virtualization into one system; | Registered |
| | | | | | computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance | |
| 100004 | US TM – HC3x (Logo) | | | | | Unfiled |
| 100006 | US TM – SCALE COMPUTING (word mark) | | | | | Unfiled |
| 100007 | JAPAN TM – SCALE COMPUTING (word mark) | | | | | Unfiled |
| 100008 | UAE TM – SCALE COMPUTING (word mark) | | | | | Unfiled |
| 100009 | EU/CTM TM – SCALE COMPUTING (word mark) | | | | | Unfiled |

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|--------|-----------------------------|-----------|------------|------------|---|------------|
| 100010 | EU/CTM TM – HC3 (word mark) | 012116414 | 09/05/2013 | 01/28/2014 | Class 009 - A hyperconverged virtual IT infrastructure platform that seamlessly combines servers, storage, and virtualization into a single system to enable easy deployment and management of virtual servers and desktops; computer hardware and software; computer operating systems for integrating computer servers, electronic storage and virtualization into one system; computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance | Registered |
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|--------|----------------|------------|------------|------------|---|------------|
| 100011 | JAPAN TM – HC3 | 69435/2013 | 09/05/2013 | N/A | Class 009 - Computer operating systems for integrating computer servers, electronic storage and virtualization into one system; computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance; telecommunication machines and apparatus; electronic machines, apparatus and their parts. | Abandoned |
| 100012 | UAE TM – HC3 | 197540 | 09/05/2013 | 07/23/2014 | Class 009 - Computer operating systems for integrating computer servers, electronic storage and virtualization into one system; computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance | Registered |