PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6733248

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
EXAGRID SYSTEMS, INC.	05/27/2021

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, AS ADMINISTRATIVE AGENT
Street Address:	3003 TASMAN DRIVE, HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95057

PROPERTY NUMBERS Total: 27

Property Type	Number
Patent Number:	7925623
Patent Number:	7246140
Patent Number:	7593966
Patent Number:	7246275
Patent Number:	8412848
Patent Number:	8812738
Patent Number:	9223794
Patent Number:	10498356
Application Number:	16698140
Patent Number:	8589363
Patent Number:	9430546
Patent Number:	10114831
Patent Number:	9223812
Patent Number:	9703797
Patent Number:	10452617
Patent Number:	10387374
Application Number:	16412155
Patent Number:	10073855
Patent Number:	10303656
Application Number:	16410613

Property Type	Number
Application Number:	14829885
Patent Number:	10067946
Application Number:	15893163
Application Number:	16677373
Application Number:	16704798
Application Number:	16780210
Application Number:	17149880

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:	202-370-4750
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JOANNA MCCALL
Address Line 1:	1025 CONNECTICUT AVE NW, SUITE 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1384652
NAME OF SUBMITTER:	NAOMI SAKATA
SIGNATURE:	/Naomi Sakata/
DATE SIGNED:	05/27/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 27, 2021 by and between **SILICON VALLEY BANK**, a California corporation ("Bank") and **EXAGRID SYSTEMS, INC.**, a Delaware corporation ("Grantor").

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain **financial accommodations to Grantor (the "Loans") in the amounts and manner** set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of May 27, 2021 (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). Bank is** willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's **right, title and interest, whet**her 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 Grantor's oblig**ations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   <u>Grant of Security Interest</u>. To secure **Grantor's obligations to Bank, Grantor** grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and **under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without** limitation, the following:

(a)   Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those registered in the United States and set forth on <u>Exhibit A</u> attached hereto **(collectively, the "Copyrights");**

(b)   Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c)   Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d)   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 patents and patent applications registered in the United States and set forth on Exhibit B attached hereto (collectively, the "Patents");

(e)   Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those registered in the United States and set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f)   All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g)   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;

(h)   All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i)   All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j)   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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2.   Recordation.   Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3.   Authorization.   Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
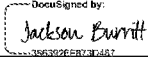
7. <u>Governing Law</u>. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

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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:

EXAGRID SYSTEMS, INC.

By: _Jackson Burritt_____
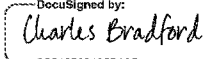Name: Jackson Burritt
Title: Vice President of Finance

BANK:

SILICON VALLEY BANK

By: _Charles Bradford_____
Name: C.J. Bradford
Title: Vice President

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EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None		

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EXHIBIT B

Patents

Description	Registration/ Application Number	Registration/ Application Date
Method And Apparatus For Integrating Primary Data Storage With Local And Remote Data Protection	7,925,623	April 12, 2011
Method And Apparatus For Storage System To Provide Distributed Data Storage And Protection	7,246,140	July 17, 2007
Method And Apparatus For Server Share Migration And Server Recovery Using Hierarchical Storage Management	7,593,966	September 22, 2009
Method And Apparatus For Managing Data Integrity Of Backup And Disaster Recovery Data	7,246,275	July 17, 2007
Method And Apparatus For Content-Aware And Adaptive Deduplication	8,412,848	April 2, 2013
Method And Apparatus For Content-Aware And Adaptive Deduplication	8,812,738	August 19, 2014
Method And Apparatus For Content-Aware And Adaptive Deduplication	9,223,794	December 29, 2015
Systems And Methods For Version Chain Clustering	10,498,356	December 3, 2019
Systems And Methods For Version Chain Clustering	16/698,140	November 27, 2019
Systems And Methods For Managing Delta Version Chains	8,589,363	November 19, 2013
Systems And Methods For Managing Delta Version Chains	9,430,546	August 30, 2016
Delta Version Clustering And Re-Anchoring	10,114,831	October 30, 2018
Adaptive Scheduled Periodic Caching	9,223,812	December 29, 2015
Multi-Level Deduplication	9,703,797	July 11, 2017
Multi-Level Deduplication	10,452,617	October 22, 2019
Scalable Grid Deduplication	10,387,374	August 20, 2019
Scalable Grid Deduplication	16/412,155	May 14, 2019
Dynamic And Optimized Management Of Grid System Resources	10,073,855	September 11, 2018
Parallelizing And Deduplicating Backup Data	10,303,656	May 28, 2019

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Parallelizing And Deduplicating Backup Data	16/410,613	May 13, 2019
Adaptive Bandwidth Manager	14/829,885	August 19, 2015
Next-Level Multi-Level Deduplication	10,067,946	September 4, 2018
Delta Compression	15/893,163	February 9, 2018
Synthetic Full Backups And Deduplication Backup Storage With Landing Zone	16/677,373	November 7, 2019
Accelerated And Memory Efficient Similarity Matching	16/704,798	December 5, 2019
System And Methods For Improved Similarity Matching	16/780,210	February 3, 2020
Protection And Recovery Of Backup Storage Systems From Ransomware Attacks	17/149,880	January 15, 2021

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
EXAGRID	2989981	August 30, 2005
EXAGRID	3785323	May 4, 2010
EXAGRID (& Design)	4672278	January 13, 2015

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<u>EXHIBIT D</u>

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
None		

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