

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT6799502

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	PATENT SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
SNOW SOFTWARE, INC.	07/07/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
<b>Street Address:</b>	1800 CENTURY PARK EAST, SUITE 1100
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90067

**PROPERTY NUMBERS Total: 15**

Property Type	Number
Patent Number:	7725943
Patent Number:	8661548
Patent Number:	8555238
Patent Number:	8370832
Patent Number:	8732705
Patent Number:	8161478
Patent Number:	8850431
Patent Number:	9038069
Patent Number:	8171301
Patent Number:	8327356
Patent Number:	8661439
Patent Number:	8549313
Application Number:	16550835
Application Number:	16798408
Application Number:	16798416

**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:** 12123186532  
**Email:** alanagramer@paulhastings.com  
**Correspondent Name:** ALANA GRAMER  
**Address Line 1:** 200 PARK AVENUE  
**Address Line 2:** PAUL HASTINGS LLP  
**Address Line 4:** NEW YORK, NEW YORK 10166

**NAME OF SUBMITTER:** ALANA M GRAMER

**SIGNATURE:** /s/ Alana Gramer

**DATE SIGNED:** 07/07/2021

**Total Attachments: 8**

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## PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of July 7, 2021, by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, the “*Grantors*” and each individually, a “*Grantor*”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as collateral agent (in such capacity, including any successors and assigns, the “*Collateral Agent*”) for the Secured Parties.

### WITNESSETH:

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of July 7, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*GCA*”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Patent and Patent License Collateral Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and continuing security interest in and mortgage on all of its right, title and interest in, to and under all the following Collateral of such Grantor:

A. all Patents and Patent Licenses of such Grantor including those listed on Schedule I attached hereto;

B. all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

C. all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent License.

Notwithstanding anything to the contrary contained in clauses A, B and C above, the security interest created by this Patent Security Agreement shall not extend to any Collateral expressly excluded from the GCA.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents and Patent Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

SECTION 5. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.


*[Signature pages follow.]*

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

Very truly yours,

GRANTORS:

SNOW SOFTWARE, INC.

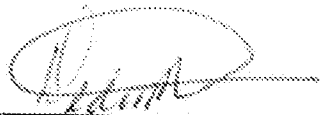
By:   
Name: James Deena  
Title: Chief Financial Officer

*[Signature Page to Patent Security Agreement]*

Accepted and Agreed:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:



Name: *Didi MOSER*  
Title: *ITS AUTHORIZED SIGNATORY*

**SCHEDULE I**  
**10**  
**PATENT SECURITY AGREEMENT**  
**PATENT REGISTRATIONS, PATENT APPLICATIONS AND PATENT LICENSES**

Patent Registrations:

Country	Title	Status	Filed	Serial No.	Date Issued	Patent No.	Owner
United States	EMBEDDED SYSTEM ADMINISTRATION	Issued	Jul 21, 2004	10/895,626	May 25, 2010	7725943	Snow Software, Inc.
United States	EMBEDDED SYSTEM ADMINISTRATION AND METHOD THEREFOR	Issued	Mar 6, 2010	12/718,962	Feb 25, 2014	8661548	Snow Software, Inc.
United States	PROGRAMMING AND DEVELOPMENT INFRASTRUCTURE FOR AN AUTONOMIC ELEMENT	Issued	Apr 17, 2006	11/405,260	Oct 8, 2013	8555238	Snow Software, Inc.
United States	A METHOD AND SYSTEM FOR VIRTUAL MACHINE MIGRATION	Issued	Aug 15, 2007	11/839,481	Feb 5, 2013	8370832	Snow Software, Inc.
United States	A METHOD AND SYSTEM FOR VIRTUAL MACHINE MIGRATION	Issued	Jan 2, 2013	13/732,590	May 20, 2014	8732705	Snow Software, Inc.
United States	MANAGEMENT OF COMPUTER SYSTEMS BY USING A HIERARCHY OF AUTONOMIC MANAGEMENT ELEMENTS	Issued	May 10, 2008	12/118,697	Apr 17, 2012	8161478	Snow Software, Inc.
United States	MANAGEMENT OF COMPUTER SYSTEMS BY USING A HIERARCHY OF AUTONOMIC MANAGEMENT ELEMENTS	Issued	Apr 16, 2012	13/448,084	Sep 30, 2014	8850431	Snow Software, Inc.
United States	MANAGEMENT OF COMPUTER SYSTEMS BY USING A HIERARCHY OF AUTONOMIC MANAGEMENT ELEMENTS	Issued	Sep 4, 2014	14/477,179	May 19, 2015	9038069	Snow Software, Inc.

United States	METHOD AND SYSTEM FOR INTEGRATED SECURING AND MANAGING OF VIRTUAL MACHINES AND VIRTUAL APPLIANCES	Issued	Oct 7, 2008	12/247,210	May 1, 2012	8171301	Snow Software, Inc.
United States	METHOD AND SYSTEM FOR SUPPORTING WAKE-ON-LAN IN A VIRTUALIZED ENVIRONMENT	Issued	Mar 19, 2009	12/407,719	Dec 4, 2012	8327356	Snow Software, Inc.
United States	METHOD AND SYSTEM FOR SUPPORTING WAKE-ON-LAN IN A VIRTUALIZED ENVIRONMENT	Issued	Dec 3, 2012	13/692,818	Feb 25, 2014	8661439	Snow Software, Inc.
United States	METHOD AND SYSTEM FOR INTEGRATED SECURING AND MANAGING OF VIRTUAL MACHINES AND VIRTUAL APPLIANCES	Issued	Apr 28, 2012	13/459,129	Oct 1, 2013	8549313	Snow Software, Inc.
Canada	METHOD AND SYSTEM FOR SUPPORTING WAKE-ON-LAN IN A VIRTUALIZED ENVIRONMENT	Issued	Mar 19, 2009	2659141	Jul 8, 2014	2659141	Snow Software, Inc.
Canada	METHOD AND SYSTEM FOR SUPPORTING WAKE-ON-LAN IN A VIRTUALIZED ENVIRONMENT	Issued	Mar 19, 2009	2852471	Jun 9, 2015	2852471	Snow Software, Inc.
Canada	EMBEDDED SYSTEM ADMINISTRATION	Issued	Jul 21, 2004	2475387	Dec 14, 2010	2475387	Snow Software, Inc.
Canada	PROGRAMMING AND DEVELOPMENT INFRASTRUCTURE FOR AN AUTONOMIC ELEMENT	Issued	Apr 18, 2006	2543938	Mar 31, 2015	2543938	Snow Software, Inc.



Canada	A METHOD AND SYSTEM FOR VIRTUAL MACHINE MIGRATION	Issued	May 15, 2007	2588486	Nov 17, 2015	2588486	Snow Software, Inc.
Canada	MANAGEMENT OF COMPUTER SYSTEMS BY USING A HIERARCHY OF AUTONOMIC MANAGEMENT ELEMENTS	Issued	May 12, 2008	2631086	Nov 28, 2017	2631086	Snow Software, Inc.
Canada	MANAGEMENT OF COMPUTER SYSTEMS BY USING A HIERARCHY OF AUTONOMIC MANAGEMENT ELEMENTS	Issued	May 12, 2008	2911141	Mar 8, 2016	2911141	Snow Software, Inc.
Canada	MANAGEMENT OF COMPUTER SYSTEMS BY USING A HIERARCHY OF AUTONOMIC MANAGEMENT ELEMENTS	Issued	May 12, 2008	2912746	Sep 13, 2016	2912746	Snow Software, Inc.
Canada	MANAGEMENT OF COMPUTER SYSTEMS BY USING A HIERARCHY OF AUTONOMIC MANAGEMENT ELEMENTS	Issued	May 12, 2008	2946073	Apr 24, 2018	2946073	Snow Software, Inc.
Canada	METHOD AND SYSTEM FOR INTEGRATED SECURING AND MANAGING OF VIRTUAL MACHINES AND VIRTUAL APPLIANCES	Issued	Oct 7, 2008	2640804	Apr 7, 2015	2640804	Snow Software, Inc.

**Patent Applications:**

Country	Title	Status	Filed	Serial No.	Applicant
United States	METHOD AND SYSTEM FOR INTELLIGENT PLACEMENT OF SERVICES WITHIN A HYBRID CLOUD ENVIRONMENT	Filed	August 26, 2019	16/550,835	Snow Software, Inc.
United States	Method and System for Coordinated Service Placement in Multiple Clouds	Filed	February 23, 2020	16/798,408	Snow Software, Inc.

United States	Distributed Multicloud Service Placement Engine and Method Therefor	Filed	February 23, 2020	16/798,416	Snow Software, Inc.
Canada	METHOD AND SYSTEM FOR SELECTION OF CLOUD-COMPUTING SERVICES	Filed	August 26, 2019	3053034	Snow Software, Inc.
Canada	Distributed Multicloud Service Placement Engine and Method Therefor	Filed	February 23, 2020	3073377	Snow Software, Inc.
Canada	Method and System for Coordinated Service Placement in Multiple Clouds	Filed	February 23, 2020	3073373	Snow Software, Inc.

Patent Licenses: None.