

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7837871

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the NAME OF ASSIGNOR previously recorded on Reel 059744 Frame 0965. Assignor(s) hereby confirms the SECURITY INTEREST.
RESUBMIT DOCUMENT ID:	507762468

CONVEYING PARTY DATA

Name	Execution Date
PANZURA, LLC	04/13/2022

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	81 BAY STREET
Internal Address:	10TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5J1E7

PROPERTY NUMBERS Total: 39

Property Type	Number
Patent Number:	8706910
Patent Number:	8301792
Patent Number:	8306948
Patent Number:	8719444
Patent Number:	8341363
Patent Number:	8356016
Patent Number:	8788628
Patent Number:	8799413
Patent Number:	8799414
Patent Number:	8805967
Patent Number:	8805968
Patent Number:	9678981
Patent Number:	9678968
Patent Number:	9679040
Patent Number:	9824095
Patent Number:	9792298
Patent Number:	9852149

PATENT

Property Type	Number
Patent Number:	9613064
Patent Number:	9852150
Patent Number:	9811532
Patent Number:	9804928
Patent Number:	9805054
Patent Number:	10296494
Patent Number:	9811662
Patent Number:	9646022
Patent Number:	9792294
Patent Number:	9805056
Patent Number:	10169367
Patent Number:	9990372
Patent Number:	9613048
Patent Number:	9986033
Patent Number:	10291705
Patent Number:	10630772
Patent Number:	10168912
Patent Number:	11178246
Application Number:	16510915
Application Number:	16510916
Application Number:	16805751
Application Number:	16808199

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: 213307717

Email: corina.rachina@us.dlapiper.com

Correspondent Name: CORINA RACHINA

Address Line 1: 550 S. HOPE STREET

Address Line 2: SUITE 2400

Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	396238-000056
NAME OF SUBMITTER:	CORINA RACHINA
SIGNATURE:	/Corina Rachina/
DATE SIGNED:	03/09/2023

Total Attachments: 8

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7307468

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA	03/09/2023	
PANZURA, LLC	Name	Execution Date
PANZURRA, LLC		04/13/2022

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	81 BAY STREET
Internal Address:	10TH FLOOR
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5J1E7

PROPERTY NUMBERS Total: 39

Property Type	Number
Patent Number:	8706910
Patent Number:	8301792
Patent Number:	8306948
Patent Number:	8719444
Patent Number:	8341363
Patent Number:	8356016
Patent Number:	8788628
Patent Number:	8799413
Patent Number:	8799414
Patent Number:	8805967
Patent Number:	8805968
Patent Number:	9678981
Patent Number:	9678968
Patent Number:	9679040
Patent Number:	9824095
Patent Number:	9792298
Patent Number:	9852149
Patent Number:	9613064
Patent Number:	9852150

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 April 13, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and PANZURA, LLC, a Delaware limited liability company (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated 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 solely to include any Intellectual Property registrations or applications for registrations 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:

Panzura, LLC
2880 Stevens Creek Blvd
Suite 100
San Jose, CA 95128

GRANTOR:

PANZURA, LLC

By: 

Name: Larry Brent McClure
Title: Chief Financial Officer

Address of Bank:

81 Bay Street, 10th Floor
Toronto, ON
M5J 1E7

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: Holly Dungan
Title: Assistant General Manager

By: _____

Name: Ramin Ganjavi
Title: Authorized Signatory

[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:

Panzura, LLC
2880 Stevens Creek Blvd
Suite 100
San Jose, CA 95128

GRANTOR:

PANZURA, LLC

By: _____
Name: _____
Title: _____

Address of Bank:

81 Bay Street, 10th Floor
Toronto, ON
M5J 1E7

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Holly Dungan
Name: Holly Dungan
Title: Assistant General Manager

By: Ramin Ganjavi
Name: Ramin Ganjavi
Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

N/A

EXHIBIT B

PATENTS

Description	Patent/Application No.	Issue/Application Date
DYNAMICALLY ADAPTIVE NETWORK-BASED DATA PROCESSING SYSTEM AND METHOD	8,706,910	April 22, 2014
NETWORK-ATTACHED MEDIA PLUG-IN	8,301,792	October 30, 2012
GLOBAL DEDUPLICATION FILE SYSTEM	8,306,948	November 6, 2012
CLOUD COMMANDS	8,719,444	May 6, 2014
EFFICIENT CLOUD NETWORK ATTACHED STORAGE	8,341,363	December 25, 2012
FORWARDING FILESYSTEM-LEVEL INFORMATION TO A STORAGE MANAGEMENT SYSTEM	8,356,016	January 15, 2013
PRE-FETCHING DATA FOR A DISTRIBUTED FILESYSTEM	8,788,628	July 22, 2014
Distributing Data for a DFS Across Multiple Cloud Storage Systems	8,799,413	August 5, 2014
Archiving Data for a Distributed Filesystem	8,799,414	August 5, 2014
Providing Disaster Recovery for a Distributed Filesystem	8,805,967	August 12, 2014
Accessing Cached Data from a Peer Cloud Controller in a DFS	8,805,968	August 12, 2014
Customizing Data Management for a Distributed Filesystem	9,678,981	June 13, 2017
Deleting a File from a Distributed Filesystem	9,678,968	June 13, 2017
Performing Deduplication in a Distributed Filesystem	9,679,040	June 13, 2017
Using Overlay Metadata in a Cloud Controller to Generate Incremental Snapshots for a Distributed Filesystem	9,824,095	November 21, 2017
Managing Metadata and Data Storage for a Cloud Controller in a Distributed Filesystem	9,792,298	October 17, 2017
Transferring and Caching a Cloud File in a Distributed Filesystem	9,852,149	December 26, 2017
Facilitating the Recovery of a Virtual Machine using a Distributed Filesystem	9,613,064	April 4, 2017
Avoiding Client Timeouts in a Distributed Filesystem	9,852,150	December 26, 2017
Executing a Cloud Command for a Distributed Filesystem	9,811,532	November 7, 2017
Restoring an Archived File in a Distributed Filesystem	9,804,928	October 31, 2017
Managing a Global Namespace for a Distributed Filesystem	9,805,054	October 31, 2017
Managing a Global Namespace for a Distributed Filesystem	10,296,494	May 21, 2019
Performing Anti-Virus Checks for a Distributed Filesystem	9,811,662	November 7, 2017
Distributed Change Notifications for a Distributed Filesystem	9,646,022	May 9, 2017

Using Byte-Range Locks to Manage Mult. Conc. Accesses to a file in a DFS	9,792,294	October 17, 2017
Synchronizing File Updates Between Two Cloud Controllers of a DFS	9,805,056	October 31, 2017
Managing Opportunistic Locks in a Distributed Filesystem	10,169,367	January 1, 2019
Managing the Level of Consistency for a File in a DFS	9,990,372	June 5, 2018
Sending Interim Notifications to a Client of a DFS	9,613,048	April 4, 2017
Facilitating Access to Remote Cloud Services	9,986,033	May 29, 2018
Sending Interim Notifications for Namespace Operations for a DFS	10,291,705	May 14, 2019
Maintaining Global Namespace Consistency for a Distributed Filesystem	10,630,772	April 21, 2022
Short Stroking and Data Tiering for a DFS	10,168,912	January 1, 2019
Managing Cloud-Based Storage Using a Time-Series Database	11,178,246	November 16, 2021
Managing a Cloud-Based Distributed Computing Environment Using a Distributed Database	16/510,915	July 13, 2019
Journaling Data Received in a Cloud-Based Distributed Comp. Env.	16/510,916	July 13, 2019
Managing a Distributed Cache in a Cloud-Based Dist. Comp. Env.	16/805,751	February 29, 2020
Accessing a Scale-out Block Interface in a Cloud-Based Dist. Comp. Env	16/808,199	March 3, 2020

EXHIBIT C
TRADEMARKS

Description	Registration/Serial No.	Registration/Application Date
PANZURA	Reg. # 6279943 Serial # 88517580	02 March 2021
VIZION.AI	Reg. # 6263754 Serial # 88517574	09 February 2021
PANZURA	Reg. # 4216823 Serial # 85497966	02 October 2012