

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7939278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
FIVETRAN INC.	05/05/2023
RECEIVING PARTY DATA	
Name:	VCP CAPITAL MARKETS, LLC
Street Address:	FOUR EMBARCADERO CENTER, 20TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 7	
Property Type	Number
Application Number:	17529732
Application Number:	17529740
Application Number:	63281005
Application Number:	17954147
Application Number:	17976353
PCT Number:	US2021059947
PCT Number:	US2022049691
CORRESPONDENCE DATA	
Fax Number:	(202)887-4288
<i>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.</i>	
Phone:	2028874000
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com
Correspondent Name:	MUSSIE B BEYENE
Address Line 1:	2001 K STREET N.W.
Address Line 4:	WASHINGTON DC, D.C. 20006
ATTORNEY DOCKET NUMBER:	700858.0048
NAME OF SUBMITTER:	MUSSIE B BEYENE
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	05/05/2023

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of May 5, 2023 by and among **VCP Capital Markets, LLC**, as agent (“Agent”), and **Fivetran Inc.**, a Delaware corporation (“Grantor”).

RECITALS

A. Agent and Grantor are parties to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented and otherwise modified from time to time, the “Loan Agreement”), by and among Grantor, each other Credit Party party thereto from time to time, each Lender party thereto from time to time and Agent. Capitalized terms used herein without definition have the meaning assigned in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent, for the benefit of the Secured Parties, a security interest in all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. To secure performance of all of its “Obligations” as defined in the Loan Agreement, Grantor grants to Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in Grantor’s Intellectual Property and intangible rights, in each case, to the extent constituting Collateral, now owned or at any time hereafter acquired by such Grantor, including without limitation, the following worldwide:

(i) any and all trademarks and service marks, trade dress, slogans, logos and other indicia of origin, whether registered or not, and all 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 such items listed on Schedule A hereto;

(ii) any and all issued patents and patent applications and all like protections, including, without limitation, all invention disclosures, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including such items listed on Schedule B hereto;

(iii) any and all copyrights, copyright rights, copyright applications, copyright registrations, mask works, software, computer programs and other works of authorship and derivative work thereof, and like protections, including all software codes, and whether or not the same also constitutes a trade secret, including, without limitation, all applications or registrations for any of the same and all extensions and renewals thereof, including such items listed on Schedule C hereto;

- (iv) any and all trade secrets, know-how and proprietary business information;
- (v) any and all rights to recover damages for past, current and future infringement or violation of any of the foregoing;
- (vi) any and all design rights that may be available to Grantor;
- (vii) all right, title and interest in and to any and all present and future license, sublicense and use agreements with respect to any of the foregoing; and
- (viii) all present and future proceeds, accounts, accounts receivable and other rights to payment arising from, in connection with or relating to any of the foregoing.

2. This Agreement is being executed and delivered pursuant to the Loan Agreement; nothing herein limits or modifies any of the terms or provisions of the Loan Agreement, and Agent's rights hereunder and under the Loan Agreement are cumulative. The rights, protections, immunities, indemnities and remedies of Agent with respect to the Collateral (including, without limitation, the Intellectual Property) are as provided by the Loan Documents, and nothing in this Agreement shall be deemed to limit such rights, protections, immunities, indemnities and remedies. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by each of the parties hereto. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Agent and Grantor shall be governed by, and construed in accordance with the internal laws (and not the conflict of laws rules) of the State of New York.

3. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assignees permitted under the Loan Agreement.

4. Grantor hereby authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Address of Grantor:

Fivetran Inc.

1221 Broadway
Suite 2400
Oakland, CA 94612

DocuSigned by:
Kalor Lewis

B802DFF3A7AE49B...
By: Kalor Lewis
Title: Treasurer

Address of Agent:

Four Embarcadero Center
20th Floor

San Francisco, CA 94111

Attention: David Flannery

Lisa Schutz

Email: VCPFinance@vistaequitypartners.com
vistaagency@alterdomus.com

VCP Capital Markets, LLC

By: Vista Credit Partners, L.P.

Its: Senior Managing Member




By: _____


Name David Flannery

Title: Authorized Signatory

SCHEDULE A

Registered Trademarks and Pending Trademark Applications

Mark	Owner	Reg. No./Ser. No.	App. No.	Reg. Date/App. Date	Jurisdiction
FIVETRAN	Fivetran Inc.	Pending	53726598	2/19/2021	China
FIVETRAN	Fivetran Inc.	261904	2019/01507	8/20/2019	Ireland
FIVETRAN	Fivetran Inc.	5882865	88/309146	10/15/2019	United States
FIVETRAN	Fivetran Inc.	2097646	2097646	6/22/2020	Australia
FIVETRAN	Fivetran Inc.	Pending	2067218	11/30/2020	Canada
FIVETRAN	Fivetran Inc.	018318717	018318717	2/23/2021	Europe
FIVETRAN	Fivetran Inc.	UK00003579328	UK00003579328	06/04/2021	United Kingdom
	Fivetran Inc.	018318720	018318720	2/20/2021	Europe
	Fivetran Inc.	UK00003579346	UK00003579346	05/28/2021	United Kingdom
	Fivetran Inc.	018318723	018318723	02/23/2021	Europe

	Fivetran Inc.	UK00003579357	UK00003579357	05/28/2021	United Kingdom
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Registered Trademarks and Pending Trademark Applications Licensed

None.

SCHEDULE B

Issued Patents and Patent Applications

Patent / Title Name	Filing Date	Issued Date	Patent #	Applicant	Jurisdictions	Current Status
Centralized Database Management System for Database Synchronization Using Invertible Bloom Filters	Nov 18, 2021	N/A	17/529,732	Fivetran Inc.	USPTO	Pending
Centralized Database Management System for Database Synchronization Using Invertible Bloom Filters	Nov 18, 2021	Nov 18, 2021	PCT/US2021/059947	Fivetran Inc.	WO	Issued
Database Management Using Invertible Bloom Filters	Nov 18, 2021	N/A	17/529,740	Fivetran Inc.	USPTO	Pending
Resizable Invertible Bloom Filter for Data Synchronization	Nov 18, 2021	Nov 18, 2021	63/281,005	Fivetran Inc.	USPTO	Issued
Centralized Database Management System For Database Synchronization	Sep 27, 2022	Sep 27, 2022	17/954,147	Fivetran Inc.	USPTO	Pending

Using Invertible Bloom Filters						
Centralized Database Management System For Database Synchronization Using Resizable Bloom Filters	Nov 11, 2022	Nov 11, 2022	PCT/US2022/049691	Fivetran Inc.	WO	Issued
Centralized Database Management System For Database Synchronization Using Invertible Bloom Filters	Oct 28, 2022	Oct 28, 2022	17/976,353	Fivetran Inc.	USPTO	Issued

None.

Issued Patents and Pending Patent Applications Licensed

SCHEDULE C

Registered Copyrights and Pending Copyright Applications

None.

Registered Copyrights and Pending Copyright Applications Licensed

None.

Unregistered Copyrights

None.