PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8057109

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
CLOUDIAN HOLDINGS INC.	01/11/2021

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	505 HOWARD STREET
Internal Address:	FLOOR 3
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94105

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	7249229
Patent Number:	9672267
Patent Number:	7606252
Patent Number:	9396290
Patent Number:	7640297
Patent Number:	10802737
Patent Number:	7904592
Application Number:	15244902
Application Number:	14504685

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:	(619) 699-2708
Email:	christian.cruz@us.dlapiper.com
Correspondent Name:	DLA PIPER LLP (US)
Address Line 1:	4365 EXECUTIVE DRIVE
Address Line 2:	SUITE 1100
Address Line 4:	SAN DIEGO, CALIFORNIA 92121

NAME OF SUBMITTER:	MATT SCHWARTZ

SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	07/14/2023

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, restated, modified or otherwise supplemented from time to time, "Agreement") is entered into as of January 11, 2021 by and between **SILICON VALLEY BANK**, a California corporation ("Bank"), and **CLOUDIAN HOLDINGS 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 among Bank, Grantor and Cloudian, Inc., a Delaware corporation, dated as of January 11, 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 certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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, 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

1.   <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, 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 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 set forth on <u>Exhibit B</u> attached hereto (collectively, the "Patents");

**PATENT
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(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 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 the foregoing, the Intellectual Property Collateral shall not include rights held under a license (with respect to which Grantor is the licensee) that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

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.

4.   Loan Documents. 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.   Execution in Counterparts. 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.

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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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

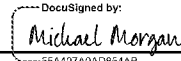*[Balance of Page Intentionally Left Blank]*

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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:

Address:

Cloudian Holdings Inc.
177 Bovet Road, Suite 450
San Mateo, CA 94402

CLOUDIAN HOLDINGS INC.

By: _Michael Morgan_

Name: Michael Morgan
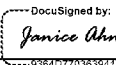
Title: Chief Financial Officer

BANK:

Address:

Silicon Valley Bank
505 Howard Street, Floor 3
San Francisco, CA 94105

SILICON VALLEY BANK

By: _Janice Ahn_

Name: Janice Ahn

Title: Director

[Signature Page to Intellectual Property Security Agreement]

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REEL: 064252 FRAME: 0456**

<u>EXHIBIT A</u>

Copyrights

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

**PATENT
REEL: 064252 FRAME: 0457**

Patents

Description	Registration/ Application Number	Registration/ Application Date
Synchronous messages queues	7249229	07/24/07
Hybrid data management system and method for managing large, varying datasets	9672267	06/06/17
Stateless message routing	7606252	10/20/09
Hybrid data management system and method for managing large, varying datasets	9396290	07/19/16
Protocol optimization for wireless networks	7640297	12/29/09
Information processing system, information processing apparatus, and information processing method	15244902	08/23/16
System and processes for dynamic object routing	10802737	10/13/20
Distributed, fault-tolerant message store	7904592	03/08/11
System and method for providing centralized usage and billing information	14504685	10/02/14

EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
HYPERBALANCE	97735754	12/29/22
HYPERIQ	6521703	10/12/21
CLOUDIAN HYPERFILE	5486328	06/05/18
CLOUDIAN	4238340	11/06/12
HYPERSTORE	4433154	11/12/13
HYPERSCALE	2921511	01/25/05

<u>EXHIBIT D</u>

Mask Works

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

PATENT
RECORDED: 07/14/2023   **REEL: 064252 FRAME: 0460**