

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
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EPAS ID: PAT8133062

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

**CONVEYING PARTY DATA**

Name	Execution Date
PANZURA, LLC	08/25/2023

**RECEIVING PARTY DATA**

<b>Name:</b>	ALTER DOMUS (US) LLC
<b>Street Address:</b>	225 W. WASHINGTON STREET,
<b>Internal Address:</b>	9TH FLOOR,
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606

**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

PATENT

Property Type	Number
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
Patent Number:	11470146
Patent Number:	11567837
Patent Number:	11467967
Patent Number:	11652883

**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:** 3124564206  
**Email:** rsiddiqui@sidley.com  
**Correspondent Name:** RAZA SIDDIQUI  
**Address Line 1:** ONE SOUTH DEARBORN  
**Address Line 2:** SIDLEY AUSTIN LLP  
**Address Line 4:** CHICAGO, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	054045-30030
<b>NAME OF SUBMITTER:</b>	RAZA SIDDIQUI
<b>SIGNATURE:</b>	/razasiddiqui/
<b>DATE SIGNED:</b>	08/25/2023

**Total Attachments: 8**

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## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this “Agreement”), dated as of August 25, 2023, is made by **PANZURA, LLC**, a Delaware limited liability company (“Grantor”), in favor of **ALTER DOMUS (US) LLC**, as administrative agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Administrative Agent”).

Grantor has executed and delivered a Guaranty and Security Agreement, dated as of August 25, 2023, with and in favor of Administrative Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”). Grantor has pledged and granted to Administrative Agent a continuing security interest in all Intellectual Property, including the Patents.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantor agrees, for the benefit of Administrative Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Security Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns and grants to Administrative Agent, for the ratable benefit of the Lenders, a Lien on and continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Patent Collateral”):

(a) all of its Patents and all Patent Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to Administrative Agent in connection with the Guaranty and Security Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guaranty and Security Agreement, the terms of the Guaranty and Security Agreement shall govern.


5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature pages follow]

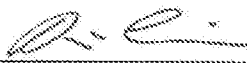
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**PANZURA, LLC**, as Grantor

By:   
Name: Jill Stelfox  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALTER DOMUS (US) LLC,  
as Administrative Agent

By:   
Name: Pinju Chiu  
Title: Associate Counsel

[Signature Page to Patent Security Agreement]

SCHEDULE 1

TO

PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS AND PATENT APPLICATIONS

Grantor	Patent Title	Patent Application Number	Patent Registration Number	Date of Application	Date of Registration
Panzura, LLC	DYNAMICALLY ADAPTIVE NETWORK-BASED DATA PROCESSING SYSTEM AND METHOD	12/259,945	patent # 8,706,910	28-Oct-2008	issued 22 Apr 2014
Panzura, LLC	NETWORK-ATTACHED MEDIA PLUG-IN	12/260,034	patent # 8,301,792	28-Oct-2008	issued 30 Oct 2012
Panzura, LLC	GLOBAL DEDUPLICATION FILE SYSTEM	12/772,933	patent # 8,306,948	3-May-2010	issued 6 Nov 2012
Panzura, LLC	CLOUD COMMANDS	12/772,806	patent # 8,719,444	3-May-2010	issued 6 May 2014
Panzura, LLC	EFFICIENT CLOUD NETWORK ATTACHED STORAGE	12/772,927	patent # 8,341,363	3-May-2010	issued 25 Dec 2012
Panzura, LLC	FORWARDING FILESYSTEM-LEVEL INFORMATION TO A STORAGE MANAGEMENT SYSTEM	13/225,194	patent # 8,356,016	2-Sep-2011	issued 15 Jan 2013
Panzura, LLC	PRE-FETCHING DATA FOR A DISTRIBUTED FILESYSTEM	13/295,844	patent # 8,788,628	14-Nov-2011	issued 22 Jul 2014
Panzura, LLC	Distributing Data for a DFS Across Multiple Cloud Storage Systems	13/725,738	patent # 8,799,413	21-Dec-2012	issued 5 Aug 2014
Panzura, LLC	Archiving Data for a Distributed Filesystem	13/725,751	patent # 8,799,414	21-Dec-2012	issued 5 Aug 2014



<b>Grantor</b>	<b>Patent Title</b>	<b>Patent Application Number</b>	<b>Patent Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Panzura, LLC	Providing Disaster Recovery for a Distributed Filesystem	13/725,759	patent # 8,805,967	21-Dec-2012	issued 12 Aug 2014
Panzura, LLC	Accessing Cached Data from a Peer Cloud Controller in a DFS	13/725,767	patent # 8,805,968	21-Dec-2012	issued 12 Aug 2014
Panzura, LLC	Customizing Data Management for a Distributed Filesystem	13/769,185	patent #9,678,981	15-Feb-2013	issued 13 Jun 2017
Panzura, LLC	Deleting a File from a Distributed Filesystem	13/769,194	patent #9,678,968	15-Feb-2013	issued 13 Jun 2017
Panzura, LLC	Performing Deduplication in a Distributed Filesystem	13/769,200	patent #9,679,040	15-Feb-2013	issued 13 Jun 2017
Panzura, LLC	Using Overlay Metadata in a Cloud Controller to Generate Incremental Snapshots for a Distributed Filesystem	13/769,206	patent #9,824,095	15-Feb-2013	issued 21 Nov 2017
Panzura, LLC	Managing Metadata and Data Storage for a Cloud Controller in a Distributed Filesystem	13/769,211	patent #9,792,298	15-Feb-2013	issued 17 Oct 2017
Panzura, LLC	Transferring and Caching a Cloud File in a Distributed Filesystem	13/769,213	patent #9,852,149	15-Feb-2013	issued 26 Dec 2017
Panzura, LLC	Facilitating the Recovery of a Virtual Machine using a Distributed Filesystem	13/782,729	patent #9,613,064	1-Mar-2013	issued 4 April 2017
Panzura, LLC	Avoiding Client Timeouts in a Distributed Filesystem	13/971,621	patent #9,852,150	20-Aug-2013	issued 26 Dec 2017

<b>Grantor</b>	<b>Patent Title</b>	<b>Patent Application Number</b>	<b>Patent Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Panzura, LLC	Executing a Cloud Command for a Distributed Filesystem	14/019,247	patent #9,811,532	5-Sep-2013	issued 7 Nov 2017
Panzura, LLC	Restoring an Archived File in a Distributed Filesystem	14/019,270	patent #9,804,928	5-Sep-2013	issued 31 Oct 2017
Panzura, LLC	Managing a Global Namespace for a Distributed Filesystem	14/020,493	patent #9,805,054	6-Sep-2013	issued 31 Oct 2017
Panzura, LLC	Managing a Global Namespace for a Distributed Filesystem	15/720,944	patent #10,296,494	29-Sep-2017	issued 21 May 2019
Panzura, LLC	Performing Anti-Virus Checks for a Distributed Filesystem	14/019,212	patent #9,811,662	5-Sep-2013	issued 7 Nov 2017
Panzura, LLC	Distributed Change Notifications for a Distributed Filesystem	14/298,598	patent # 9,646,022	6-Jun-2014	issued 9 May 2017
Panzura, LLC	Using Byte-Range Locks to Manage Mult. Conc. Accesses to a file in a DFS	14/322,544	patent #9,792,294	2-Jul-2014	issued 17 Oct 2017
Panzura, LLC	Synchronizing File Updates Between Two Cloud Controllers of a DFS	14/313,703	patent #9,805,056	24-Jun-2014	issued 31 Oct 2017
Panzura, LLC	Managing Opportunistic Locks in a Distributed Filesystem	14/298,496	patent #10,169,367	6-Jun-2014	issued 1 Jan 2019
Panzura, LLC	Managing the Level of Consistency for a File in a DFS	14/482,923	patent #9,990,372	10-Sep-2014	issued 5 Jun 2018
Panzura, LLC	Sending Interim Notifications to a Client of a DFS	14/482,934	patent #9,613,048	10-Sep-2014	issued 4 Apr 2017

<b>Grantor</b>	<b>Patent Title</b>	<b>Patent Application Number</b>	<b>Patent Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Panzura, LLC	Facilitating Access to Remote Cloud Services	14/660,479	patent #9,986,033	17-Mar-2015	issued 29 May 2018
Panzura, LLC	Sending Interim Notifications for Namespace Operations for a DFS	14/838,037	patent #10,291,705	27-Aug-2015	issued 14 May 2019
Panzura, LLC	Maintaining Global Namespace Consistency for a Distributed Filesystem	14/838,054	patent #10,630,772	27-Aug-2015	issued 21 April 2020
Panzura, LLC	Short Stroking and Data Tiering for a DFS	15/046,059	patent #10,168,912	17-Feb-2016	issued 1 Jan 2019
Panzura, LLC	Managing Cloud-Based Storage Using a Time-Series Database	16/216,890	patent #11,178,246	11-Dec-2018	issued 16 Nov 2021
Panzura, LLC	Managing a Cloud-Based Distributed Computing Environment Using a Distributed Database	16/510,915	patent # 11470146	13-Jul-2019	issued 11 Oct 2022
Panzura, LLC	Journaling Data Received in a Cloud-Based Distributed Comp. Env.	16/510,916	patent # 11567837	13-Jul-2019	31 Jan 2023
Panzura, LLC	Managing a Distributed Cache in a Cloud-Based Dist. Comp. Env.	16/805,751	patent # 11467967	29-Feb-2020	11 Oct 2022
Panzura, LLC	Accessing a Scale-out Block Interface in a Cloud-Based Dist. Comp. Env	16/808,199	patent # 11652883	3-Mar-2020	NA