

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8213978

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MARIADB USA, INC.	10/10/2023
RECEIVING PARTY DATA	
Name:	RP VENTURES LLC
Street Address:	111 PIER AVENUE, SUITE 100
City:	HERMOSA BEACH
State/Country:	CALIFORNIA
Postal Code:	90254
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9348883
Patent Number:	8543538
Patent Number:	8554726
Patent Number:	9477741
Patent Number:	9626422
CORRESPONDENCE DATA	
Fax Number:	(202)756-8087
<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:	(202)756-8000
Email:	eatkins@mwe.com, kdelcoure@mwe.com, ipdocketmwe@mwe.com
Correspondent Name:	ELEANOR B. ATKINS
Address Line 1:	MCDERMOTT WILL & EMERY LLP
Address Line 2:	500 NORTH CAPITOL STREET, NW
Address Line 4:	WASHINGTON, D.C. 20001-1531
ATTORNEY DOCKET NUMBER:	121939-0012
NAME OF SUBMITTER:	ELEANOR B. ATKINS
SIGNATURE:	/Eleanor B. Atkins/
DATE SIGNED:	10/11/2023
Total Attachments: 6	

source=Runa - MariaDB - Patent Security Agreement EXECUTED 10.10.23#page1.tif
source=Runa - MariaDB - Patent Security Agreement EXECUTED 10.10.23#page2.tif
source=Runa - MariaDB - Patent Security Agreement EXECUTED 10.10.23#page3.tif
source=Runa - MariaDB - Patent Security Agreement EXECUTED 10.10.23#page4.tif
source=Runa - MariaDB - Patent Security Agreement EXECUTED 10.10.23#page5.tif
source=Runa - MariaDB - Patent Security Agreement EXECUTED 10.10.23#page6.tif

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of October 10, 2023, is made by MariaDB USA, Inc., a Delaware corporation (“Grantor”), in favor of RP Ventures LLC, a Delaware limited liability company (“Lender”).

WITNESSETH:

WHEREAS, pursuant to the Senior Secured Promissory Note, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Promissory Note”), by and among Grantor, the other Note Parties (as defined therein) party thereto and Lender, the Lender has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein.

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Promissory Note and make the respective extensions of credit to Grantor and the other Note Parties (as defined in the Promissory Note) thereunder, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Promissory Note. The following terms have the following meanings:

“IP Ancillary Rights” means, with respect to any Patent, as applicable, all foreign counterparts to, and all divisionals, reversions, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of, such Patent and all income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to such Intellectual Property, including all rights to sue or recover at law or in equity for any past, present or future infringement, misappropriation, dilution, violation or other impairment thereof, and, in each case, all rights to obtain any other IP Ancillary Right.

“IP License” means all contractual obligations (and all related IP Ancillary Rights), whether written or oral, granting any right, title and interest in or relating to any Patent.

“Patents” means all rights, title and interests (and all related IP Ancillary Rights) arising under any applicable common law and any federal, state, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, or decrees in or relating to letters patent and applications therefor.

Section 2. Grant of Security Interest in Patent Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Grantor under the Promissory Note, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral of Grantor (the “Patent Collateral”):

(a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;

(b) the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof;

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

(d) 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.

Section 3. Binding Effect; Remedies Not Exclusive. This Patent Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender and its nominees and assigns. Lender's rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Promissory Note, and those which are now or hereafter available to Lender as a matter of law or equity. Each of Lender's rights, powers and remedies provided for herein or in the Promissory Note or any other document, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Patent Security Agreement, the Promissory Note or any of other document, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Section 4. Lender's Right to Sue. From and after an Event of Default, subject to the terms of the Promissory Note, Lender shall have the right, but shall in no way be obligated, to bring suit in Lender's own name to enforce Grantor's rights in the Patent Collateral. If Lender commences any such suit, Grantor shall, at Lender's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Lender in such enforcement. Grantor shall promptly, upon demand, reimburse and indemnify Lender for all of Lender's costs and expenses, including reasonable attorney's fees, related to Lender's exercise of the above-mentioned rights.

Section 5. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents and IP Licenses subject to a security interest hereunder.

Section 6. Further Assurances. Grantor will from time to time execute, deliver and file, alone or with Lender, any security agreements, or other documents to perfect and give priority to Lender's lien on the Patent Collateral. Grantor will from time to time obtain any instruments or documents as Lender may request, and take all further action that may be reasonably necessary or desirable, or that Lender may reasonably request, to carry out more effectively the provisions

and purposes of this Patent Security Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Lender.

Section 7. Modification. This Patent Security Agreement can only be altered, amended or modified in a writing signed by Lender and Grantor. Notwithstanding the foregoing however, Grantor hereby irrevocably appoints Lender (and any of Lender's designated officers, agents or employees) as Grantor's true and lawful attorney to modify, in Lender's sole discretion, this Patent Security Agreement without first obtaining Grantor's approval of or signature to such modification by amending Schedule 1 to this Patent Security Agreement, as appropriate, to include reference to any right, title or interest in any Patent Collateral acquired by Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Patent Collateral in which Grantor no longer has or claims to have any right, title or interest. The appointment of Lender as Grantor's attorney in fact, and each and every one of Lender's rights and powers, being coupled with an interest, is irrevocable until all of the obligations under the Promissory Note have been fully repaid and performed and Lender's obligation to provide credit extensions to Grantor or any Note Party is terminated.

Section 8. Counterparts. This Patent Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

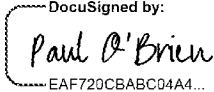
Section 9. Governing Law. This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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,

MARIADB USA, INC.
as Grantor

By:  DocuSigned by:
Paul O'Brien
EAF720CBABC04A4...
Name: Paul O'Brien
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

RP VENTURES LLC, as Lender

By:

Name: Michael Fanfant

Title: Manager

[Signature Page of Patent Security Agreement]

PATENT
REEL: 065176 FRAME: 0203

IN WITNESS WHEREOF, 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,

MARIADB USA, INC.
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED
as of the date first above written:

RP VENTURES LLC, as Lender

DocuSigned by:
By: *Michael Fanfant*
Name: Michael Fanfant
Title: Manager

SCHEDULE 1
TO
PATENT SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

Patent No.	Title of Invention	Grant Date	App. No.	Filed Date	Country
9,348,883	Systems and Methods for Replication Replay in a Relational Database	May 24, 2016	13151040	June 1, 2011	USA
8,543,538	Systems and Methods for Redistributing Data in a Relational Database	Sept. 24, 2013	13151189	June 1, 2011	USA
8,554,726	Systems and Methods for Reslicing Data in a Relational Database	Oct. 8, 2013	13151203	June 1, 2011	USA
9,477,741	Systems and Methods for Redistributing Data in a Relational Database	Oct. 25, 2016	14034327	Sept. 23, 2013	USA
9,626,422	Systems and Methods for Reslicing Data in a Relational Database	April 18, 2017	14047958	Oct. 7, 2013	USA

Schedule 1

DM_US 200529812-1.121939.0012

RECORDED: 10/11/2023

PATENT
REEL: 065176 FRAME: 0205