

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI438846

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLOUDIAN HOLDINGS INC.	08/16/2024
RECEIVING PARTY DATA		
Company Name:	AVIDBANK	
Street Address:	1732 N. 1st Street, 6th Floor	
City:	San Jose	
State/Country:	CALIFORNIA	
Postal Code:	95112	
PROPERTY NUMBERS Total: 10		
Property Type	Number	
Patent Number:	7249229	
Patent Number:	7606252	
Patent Number:	7640297	
Patent Number:	7904592	
Patent Number:	9396290	
Patent Number:	9672267	
Patent Number:	10802737	
Application Number:	18485465	
Application Number:	63507820	
Application Number:	63507827	
CORRESPONDENCE DATA		
Fax Number:		
<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:	6506483802	
Email:	patty@pattycheng.com	
Correspondent Name:	Patty Cheng	
Address Line 1:	2625 Middlefield Road Suite 215	
Address Line 4:	Palo Alto, CALIFORNIA 94306	
NAME OF SUBMITTER:	Patty Cheng	

SIGNATURE:	Patty Cheng
DATE SIGNED:	08/19/2024
Total Attachments: 6 source=Cloudian_-_IP_Security_Agreement#page1.tiff source=Cloudian_-_IP_Security_Agreement#page2.tiff source=Cloudian_-_IP_Security_Agreement#page3.tiff source=Cloudian_-_IP_Security_Agreement#page4.tiff source=Cloudian_-_IP_Security_Agreement#page5.tiff source=Cloudian_-_IP_Security_Agreement#page6.tiff	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 16, 2024 by and among CLOUDIAN HOLDINGS INC., a Delaware corporation (“**Parent**”), CLOUDIAN, INC., a Delaware corporation (“**Subsidiary**”), and AVIDBANK, a California corporation (“**Bank**”). Parent and Subsidiary are each referred to herein as a “**Grantor**” and collectively, as the “**Grantors**”.

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the “**Loan Agreement**”). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor’s right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired.

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors’ obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor’s right, title and interest in such Grantor’s intellectual property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which any Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which a 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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature is executed and delivered by e-mail delivery of a “.pdf” format data file or electronic signature complying with the U.S. federal ESIGN Act of 2000, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” or electronic signature page were an original hereof, with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

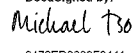
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

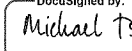
Address of Grantors:

Cloudian Holdings Inc.
63 Bovet Road, Suite 400
San Mateo, CA 94402
Attn: Michael Tso, CEO; Keith Kitchen, CFO
Email: kkitchen@cloudian.com

CLOUDIAN HOLDINGS INC.

By: DocuSigned by:

2472ED0839F9441...
Name: Michael Tso
Title: CEO

CLOUDIAN, INC.

By: DocuSigned by:

2472ED0839F9441...
Name: Michael Tso
Title: CEO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Bank:

1732 N. 1st Street, 6th Floor
San Jose, CA 95112
Attn: Holly Hayes

AVIDBANK

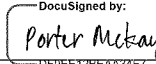
By:  _____
Name: Porter McKay _____
Title: Senior Vice President _____

EXHIBIT A

Copyrights

Please Check Box if No Copyrights Exist ☒

<u>Name of Owner</u>	<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
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EXHIBIT B**Patents**

Name of Owner	Title	Application Number / Patent Number	Application Date / Issue Date
Parent	Synchronous Message Queues	7,249,229	Jul. 24, 2007
Parent	Stateless Message Routing	7,606,252	Oct. 20, 2009
Parent	Protocol Optimization for Wireless Networks	7,640,297	Dec. 29, 2009
Parent	Distributed, Fault-Tolerant Message Store	7,904,592	Mar. 8, 2011
Parent	Hybrid data management system and method for managing large, varying datasets	9,396,290	Jul. 19, 2016
Parent	Hybrid data management system and method for managing large, varying datasets	9,672,267	Jun. 6, 2017
Parent	System and Processes for Dynamic Object Routing	10,802,737	Oct. 13, 2020
Parent	System and Method for Providing Centralized Usage and Billing Information	14/504,685	*
Parent	Information Processing System, Information Processing Apparatus, and Information Processing Method	15/244,902	*
Parent	Cumulative balance algorithm for consistent hashing token selection	18/485,465	Oct. 12, 2023
Parent	Workflow Design and Implementation Using Flowcharts	63/507,820	June 13, 2023
Parent	Rule Based Metadata Partitioning	63/507,827	June 13, 2023

* — indicates dead, abandoned or cancelled patent

EXHIBIT C**Trademarks**

<u>Name of Owner</u>	<u>Description</u>	<u>Serial Number</u>	<u>Registration Number</u>	<u>Application Date / Registration Date</u>
Parent	HYPERBALANCE	97735754	7278169	2024-01-16
Parent	HYPERIQ	88905398	6521703	2021-10-12
Parent	CLOUDIAN HYPERFILE	87669081	5486328	2018-06-05
Parent	HYPERSTORE	85525993	4433154	2013-11-12
Parent	CLOUDIAN	85243173	4238340	2012-11-06
Parent	GEMINI MOBILE	78499710	3308282	*
Parent	HYPERSCALE	78186316	2921511	2005-01-25
Parent	EXPLO	77002797	3379096	*
Subsidiary	FLEXSTORE	86149076		*

* — indicates dead, abandoned or cancelled trademark