

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI453691

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
Name		Execution Date
AEROSPIKE, INC.		08/26/2024
RECEIVING PARTY DATA		
Company Name:	CANADIAN IMPERIAL BANK OF COMMERCE, AS ADMINISTRATIVE AGENT	
Street Address:	81 Bay Street, 10th Fl	
City:	Toronto	
State/Country:	CANADA	
Postal Code:	M5J 0E7	
PROPERTY NUMBERS Total: 19		
Property Type	Number	
Patent Number:	10599677	
Patent Number:	10970305	
Patent Number:	11615068	
Patent Number:	8775464	
Patent Number:	8799248	
Patent Number:	9002871	
Patent Number:	9172750	
Patent Number:	9176867	
Patent Number:	9201742	
Patent Number:	9514168	
Patent Number:	9514208	
Application Number:	15488511	
Patent Number:	11003550	
Patent Number:	10445433	
Application Number:	10970177	
Application Number:	14326463	
Application Number:	15712124	
Application Number:	17898451	
Patent Number:	10528254	

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: (800)221-0102**Email:** ipteam@cogencyglobal.com**Correspondent Name:** Khadijah Sampson**Address Line 1:** 1025 Connecticut Ave NW, Suite 712**Address Line 2:** COGENCY GLOBAL INC.**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2474620KSPT
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	09/04/2024

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

August 26, 2024

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”) is entered into as of the date first written above, by and between **CANADIAN IMPERIAL BANK OF COMMERCE**, as administrative agent and collateral agent for the Lenders (in such capacities, together with any successors and assigns in such capacities, “*Administrative Agent*”), and **AEROSPIKE, INC.**, a Delaware corporation (“*Grantor*”).

RECITALS

A. Bank and Grantor are entering into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. The Obligations are secured by the Collateral, as defined in the Credit Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Administrative Agent, for itself and the benefit of the Lenders, a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Administrative Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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

Address of Grantor:

2440 West El Camino, Suite 100
Mountain View, CA 94040
E-Mail: acyron@aerospike.com

GRANTOR:

AEROSPIKE, INC.

By: 

Name: Alan J. Cyron

Title: CFO

{Signature Page Continues}

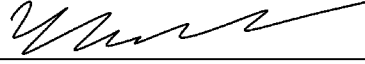
[Signature Page to Intellectual Property Security Agreement]

Address of Administrative Agent:

Canadian Imperial Bank of Commerce
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji
Email: Imran.Premji@cibc.com

ADMINISTRATIVE AGENT:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 
Name: Youssef Kabbani
Title: Assistant General Manager

By: 
Name: Oleg Dudchenko
Title: Authorized Signatory

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

COPYRIGHTS

NONE.

EXHIBIT B

PATENTS

PATENT	SERIAL NO. / PATENT NO.	SERIAL DATE / PATENT DATE
METHODS AND SYSTEMS OF SPLITTING DATABASE INDEXES AND DIGESTS	10599677	3/24/2020
	20160239529	8/18/2016
	15000372	1/19/2016
METHODS AND SYSTEMS OF DATABASE CLUSTER FORMATION AND MANAGEMENT	10970305	4/6/2021
	20180276251	9/27/2018
	15712124	9/21/2017
METHODS AND SYSTEMS OF MANAGING DELETES IN A DATABASE NODE OF A NOSQL DATABASE	11615068	3/28/2023
	20170357687	12/14/2017
	15618117	6/8/2017
METHOD AND SYSTEM OF MAPREDUCE IMPLEMENTATIONS ON INDEXED DATASETS IN A DISTRIBUTED DATABASE ENVIRONMENT	8775464	7/8/2014
	20140108415	4/17/2014
	13653411	10/17/2012
REAL-TIME TRANSACTION SCHEDULING IN A DISTRIBUTED DATABASE	8799248	8/5/2014
	2012027829	11/1/2012
	13451551	4/20/2012
METHOD AND SYSTEM OF MAPREDUCE IMPLEMENTATIONS ON INDEXED DATASETS IN A DISTRIBUTED DATABASE ENVIRONMENT	9002871	4/7/2015
	20150019562	1/15/2015
	14299566	6/9/2014
CLUSTER-NODE LOAD BALANCING IN A DISTRIBUTED DATABASE SYSTEM	9172750	10/27/2015
	20150127625	5/7/2015
	14511141	10/9/2014
HYBRID DRAM-SSD MEMORY SYSTEM FOR A DISTRIBUTED DATABASE NODE	9176867	11/3/2015
	20150242311	8/27/2015

PATENT	SERIAL NO. / PATENT NO.	SERIAL DATE / PATENT DATE
	14589149	1/5/2015
METHOD AND SYSTEM OF SELF-MANAGING NODES OF A DISTRIBUTED DATABASE CLUSTER WITH A CONSENSUS ALGORITHM	9201742 20150161016 14508785	12/1/2015 6/11/2015 10/7/2014
METHOD AND SYSTEM OF IMPLEMENTING A DATABASE INDEX IN SHARED MEMORY	9514168 20140344530 13897441	12/6/2016 11/20/2014 5/20/2013
METHOD AND SYSTEM OF STATELESS DATA REPLICATION IN A DISTRIBUTED DATABASE SYSTEM	9514208 20150074052 14024181	12/6/2016 3/12/2015 9/11/2013
DATA DISTRIBUTION ACROSS NODES OF A DISTRIBUTED DATABASE BASE SYSTEM	20180004777 15488511	1/4/2018 4/16/2017
METHODS AND SYSTEMS OF OPERATING A DATABASE MANAGEMENT DBMS IN A STRONG CONSISTENCY MODE	11003550 20190196918 16179997	5/11/2021 6/27/2019 11/4/2018
METHODS AND SYSTEMS OF MANAGING CONSISTENCY AND AVAILABILITY TRADEOFFS IN A REAL-TIME OPERATIONAL DBMS	16104939 20190251006 10970177	8/19/2018 8/15/2019 4/6/2021
METHODS AND SYSTEMS OF QUERY ENGINES AND SECONDARY INDEXES IMPLEMENTED IN A DISTRIBUTED DATABASE	10445433 20150331910 14697617	10/15/2019 11/19/2015 4/27/2015
METHOD AND SYSTEM OF IMPLEMENTING A DISTRIBUTED DATABASE WITH PERIPHERAL COMPONENT INTERCONNECT EXPRESS SWITCH	20150113314 14326463	4/23/2015 7/9/2014
METHOD AND SYSTEM OF DATABASE CLUSTER FORMATION AND MANAGEMENT	10970305 20180276251 15712124	4/6/2021 9/27/2018 9/21/2017
METHODS AND SYSTEMS FOR EXPANDING GPU MEMORY FOOTPRINT BASED ON	17898451	8/29/2022

PATENT	SERIAL NO. / PATENT NO.	SERIAL DATE / PATENT DATE
HYBRID-MEMORY	20230113180	4/13/2023
METHODS AND SYSTEMS OF GARBAGE COLLECTION AND DEFRAGMENTATION IN A DISTRIBUTED DATABASE	14925958	10/28/2015
	20170031597	2/2/2017
	10528254	1/07/2020

EXHIBIT C
TRADEMARKS

TRADEMARKS	SERIAL NO. / REGISTRATION NO.	SERIAL DATE / REGISTRATION DATE
AEROSPIKE	85667803	7/3/2012
	4318960	4/9/2013
AEROSPIKE	97541468	8/9/2022
	7395161	5/28/2024