

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI890957

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ARCTERA US LLC	03/17/2025

RECEIVING PARTY DATA

Company Name:	BANK OF AMERICA, N.A., as Collateral Agent
Street Address:	NC1-026-06-09, Gateway Village-900 Building, 900 W Trade St
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	8095488
Patent Number:	8117487
Patent Number:	8117600
Patent Number:	8132044
Patent Number:	8135981
Patent Number:	8140804
Patent Number:	8171393
Patent Number:	8176480
Patent Number:	8180811
Patent Number:	8185776
Patent Number:	8200719
Patent Number:	8275864
Patent Number:	8464092
Patent Number:	9231833
Patent Number:	9258122
Patent Number:	9292350
Patent Number:	9305000
Patent Number:	9311242
Patent Number:	9323680
Patent Number:	9338228

PATENT

Property Type	Number
Patent Number:	9342705
Patent Number:	9344492
Patent Number:	9367579
Patent Number:	9378141
Patent Number:	10540403
Patent Number:	10552462
Patent Number:	10581767
Patent Number:	10609184
Patent Number:	10635637
Patent Number:	10664186
Patent Number:	5812753
Patent Number:	9367457

CORRESPONDENCE DATA

Fax Number: 6173417701
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: 6173417721
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Correspondent Name: Michelle Bramwell
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Michelle Bramwell
SIGNATURE:	/Michelle Bramwell/
DATE SIGNED:	03/17/2025

Total Attachments: 9
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PATENT SECURITY AGREEMENT SUPPLEMENT

This **PATENT SECURITY AGREEMENT SUPPLEMENT** (this “Patent Security Agreement Supplement”) dated March 17, 2025, is made by ARCTERA US LLC (the “Grantor”) in favor of BANK OF AMERICA, N.A., as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, VERITAS US INC., a corporation incorporated under the laws of Delaware (the “Initial U.S. Borrower”), ARCTERA GLOBAL II B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (the “Initial Parent Borrower”), ARCTERA US HOLDINGS LLC, limited liability company organized under the laws of Delaware (“Arctera US Holdings”), ARCTERA GLOBAL III B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (formerly known as Veritas Global Data Management B.V.) (“Arctera Global III”), VERITAS NL INTERMEDIATE HOLDINGS B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“NLIH”), the other Borrowers party thereto from time to time, ARCTERA GLOBAL I B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands (“Holdings”), have entered into the Superpriority Revolving Credit Agreement, dated as of December 9, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with the Lenders party thereto from time to time, BANK OF AMERICA, N.A., as Administrative Agent, Collateral Agent, Swing Line Lender, and L/C Issuer, and the other parties from time to time party thereto. Capitalized terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered or otherwise become bound by that certain Security Agreement, dated as of December 9, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and that certain Patent Security Agreement, dated as of December 9, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Patent Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any After-Acquired Intellectual Property collateral of the Grantor and has agreed in connection therewith to execute this Patent Security Agreement Supplement for recording with the United States Patent and Trademark Office and its foreign equivalents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. Grant of Security. The Grantor hereby collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, and the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the following (the “Additional Collateral”):

- (i) all patents and patent applications including but not limited to those set forth in Schedule A hereto and all inventions claimed or disclosed therein and all improvements thereto (the “Patents”);

(ii) all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications for registration set forth in Schedule A hereto, together with all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iii) all rights in the foregoing corresponding thereto throughout the world;

(iv) all agreements granting to the Grantor, or pursuant to which the Grantor grants to any other Person rights in any of the foregoing ("IP Agreements");

(v) any and all claims for damages for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing or arising from any of the foregoing;

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Additional Collateral," shall not include any Excluded Assets.

Section 2. Supplement to Security Agreement. Schedule III to the Security Agreement is, effective as of the date hereof, hereby supplemented to add to such Schedule the Additional Collateral.

Section 3. Security for Obligations. Subject to the terms of the Security Agreement and the Credit Agreement, the grant of a security interest in the Additional Collateral by the Grantor under this Patent Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Patent Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

Section 4. Recordation. The Grantor authorizes and requests that the Commissioner for Patents and its foreign equivalents record this Patent Security Agreement Supplement.

Section 5. Grants, Rights and Remedies. This Patent Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Electronic Execution. Delivery of an executed signature page to this Patent Security Agreement Supplement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original signature page of this Patent Security Agreement Supplement.

Section 7. Governing Law; Jurisdiction; Etc. (a) THIS PATENT SECURITY AGREEMENT SUPPLEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS PATENT SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER, OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION 7. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS PATENT SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS PATENT SECURITY AGREEMENT

SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS PATENT SECURITY AGREEMENT SUPPLEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 7(e) OR SECTION 10.17 OF THE CREDIT AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

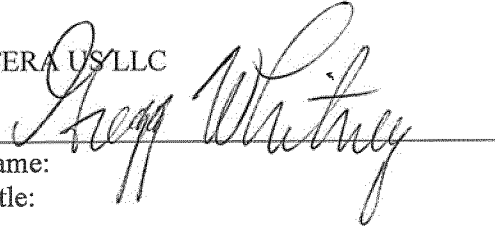
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

ARCTERA US LLC

By: _____

Name:

Title:

A handwritten signature in cursive script, appearing to read "Greg Whitney", is written over a horizontal line. The signature is positioned to the right of the "By:" label and extends slightly past the line.

Schedule A

Additional Collateral

U.S. Issued Patents

App Title	App No.	Filed Date	Patent No.	Grant Date	Owner
METHOD AND APPARATUS FOR MANAGING CONFIGURATIONS	12/006,156	Dec 31, 2007	8095488	Jan 10, 2012	Arctera US LLC
METHOD AND APPARATUS FOR PROACTIVELY MONITORING APPLICATION HEALTH DATA TO ACHIEVE WORKLOAD MANAGEMENT AND HIGH AVAILABILITY	12/345,202	Dec 29, 2008	8117487	Feb 14, 2012	Arctera US LLC
SYSTEM AND METHOD FOR DETECTING IN-LINE SYNCHRONIZATION PRIMITIVES IN BINARY APPLICATIONS	11/321,460	Dec 29, 2005	8117600	Feb 14, 2012	Arctera US LLC
CONCURRENT AND INCREMENTAL REPAIR OF A FAILED COMPONENT IN AN OBJECT BASED STORAGE SYSTEM FOR HIGH AVAILABILITY	12/701,216	Feb 5, 2010	8132044	Mar 6, 2012	Arctera US LLC
METHOD, APPARATUS AND SYSTEM TO AUTOMATE DETECTION OF ANOMALIES FOR STORAGE AND REPLICATION WITHIN A HIGH AVAILABILITY DISASTER RECOVERY ENVIRONMENT	12/165,345	Jun 30, 2008	8135981	Mar 13, 2012	Arctera US LLC
SYSTEMS AND METHODS FOR DETERMINING WHETHER TO PERFORM A COMPUTING OPERATION THAT IS	12/337,132	Dec 17, 2008	8140804	Mar 20, 2012	Arctera US LLC

App Title	App No.	Filed Date	Patent No.	Grant Date	Owner
OPTIMIZED FOR A SPECIFIC STORAGE-DEVICE-TECHNOLOGY TYPE METHOD AND SYSTEM FOR PRODUCING AND ORGANIZING ELECTRONICALLY STORED INFORMATION	12/104,297	Apr 16, 2008	8171393	May 1, 2012	Arctera US LLC
ADAPTIVE INSTRUMENTATION THROUGH DYNAMIC RECOMPILATION	11/362,956	Feb 27, 2006	8176480	May 8, 2012	Arctera US LLC
IDENTIFYING UNREFERENCED FILE SYSTEM COMPONENTS	12/907,632	Oct 19, 2010	8180811	May 15, 2012	Arctera US LLC
SYSTEM AND METHOD FOR MONITORING AN APPLICATION OR SERVICE GROUP WITHIN A CLUSTER AS A RESOURCE OF ANOTHER CLUSTER	10/954,593	Sep 30, 2004	8185776	May 22, 2012	Arctera US LLC
SYSTEM AND METHOD FOR PERFORMING A FILE SYSTEM OPERATION ON A SPECIFIED STORAGE TIER	11/853,121	Sep 11, 2007	8200719	Jun 12, 2012	Arctera US LLC
PEER-TO-PEER NETWORK WITH RECOVERY CAPABILITY	10324517	12/20/2002	8275864	Sep 25, 2012	Arctera US LLC
SYSTEM AND METHOD FOR MONITORING AN APPLICATION OR SERVICE GROUP WITHIN A CLUSTER AS A RESOURCE OF ANOTHER CLUSTER	13476156	05/21/2012	8464092	Jun 11, 2013	Arctera US LLC
DETECTING DEVIATION OF DATA CENTER CONNECTIVITY BY CONDITIONAL SUB-GRAPH MATCHING	14143669	12/30/2013	9231833	Jan 5, 2016	Arctera US LLC
SYSTEMS AND METHODS FOR SECURING DATA AT THIRD-PARTY	14199339	03/06/2014	9258122	Feb 9, 2016	Arctera US LLC

App Title	App No.	Filed Date	Patent No.	Grant Date	Owner
STORAGE SERVICES					
MANAGEMENT AND PROVISIONING OF VIRTUAL MACHINES	13327218	12/15/2011	9292350	Mar 22, 2016	Arctera US LLC
CREATING AND PUBLISHING SERVICE LEVEL REPRESENTATIONS OF APPLICATIONS FROM OPERATIONAL REPRESENTATIONS SYSTEMS AND METHODS FOR ENABLING WRITE-BACK-CACHE AWARE SNAPSHOT CREATION	14227089	03/27/2014	9305000	Apr 5, 2016	Arctera US LLC
Method And Apparatus For Prefetching Data	13743904	Jan 17, 2013	9311242	Apr 12, 2016	Arctera US LLC
I/O Scheduling and Load Balancing Across the Multiple Nodes of a Clustered Environment Utilizing Data Volume Based Scheduling Priorities	11864716	Sep 28, 2007	9323680	Apr 26, 2016	Arctera US LLC
SYSTEMS AND METHODS FOR SEARCHING SHARED ENCRYPTED FILES ON THIRD-PARTY STORAGE SYSTEMS	14873139	Oct 1, 2015	9338228	May 10, 2016	Arctera US LLC
I/O Scheduling And Load Balancing Across the Multiple Nodes of a Clustered Environment Using a Single Global Queue	14199158	Mar 6, 2014	9342705	May 17, 2016	Arctera US LLC
SYSTEMS AND METHODS FOR ENABLING WRITE-BACK CACHING AND REPLICATION AT DIFFERENT ABSTRACTION LAYERS	14873131	Oct 1, 2015	9344492	May 17, 2016	Arctera US LLC
	13720871	Dec 19, 2012	9367457	Jun 14, 2016	Arctera US LLC

App Title	App No.	Filed Date	Patent No.	Grant Date	Owner
System and method for maintaining a file change log within a distributed file system	11064152	Feb 23, 2005	9367579	Jun 14, 2016	Arctera US LLC
Local Cache Pre-Warming	13857496	Apr 5, 2013	9378141	Jun 28, 2016	Arctera US LLC
METHOD AND SYSTEM TO AUTOMATICALLY RESUME LINEAR REVIEW OF SEARCH RESULTS	13324903	Dec 13, 2011	10540403	Jan 21, 2020	Arctera US LLC
SYSTEMS AND METHODS FOR TOKENIZING USER-ANNOTATED NAMES	14525864	Oct 28, 2014	10552462	Feb 4, 2020	Arctera US LLC
SYSTEMS AND METHODS FOR EMAIL JOURNALING	14862183	Sep 23, 2015	10581767	Mar 3, 2020	Arctera US LLC
SYSTEMS AND METHODS FOR CONSISTENTLY APPLYING RULES TO MESSAGES	15248835	Aug 26, 2016	10609184	Mar 31, 2020	Arctera US LLC
METHOD TO USE PREVIOUSLY-OCCUPIED INODES AND ASSOCIATED DATA STRUCTURES TO IMPROVE FILE CREATION PERFORMANCE	15476173	Mar 31, 2017	10635637	Apr 28, 2020	Arctera US LLC
SYSTEMS AND METHODS FOR PERFORMING LIVE MIGRATIONS OF SOFTWARE CONTAINERS	16197344	Nov 20, 2018	10664186	May 26, 2020	Arctera US LLC
METHOD FOR INITIALIZING OR RECONSTRUCTING DATA CONSISTENCY WITHIN AN ARRAY OF STORAGE ELEMENTS	08545430	Oct 13, 1995	5812753	Sep 22, 1998	Arctera US LLC