TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736830

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
QUMULO, INC.		06/23/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	4 New York Plaza, 17th Floor
City:	New York
State/Country:	UNITED STATES
Postal Code:	10004
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	5128626	QUMULO
Registration Number:	5136914	QUMULO CARE
Registration Number:	5128631	QUMULO CORE
Registration Number:	5170514	Q
Registration Number:	5161062	QSFS

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:	8004945225
Email:	ipteam@cogencyglobal.com
Correspondent Name:	JAY DASILVA
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2:	COGENCY GLOBAL INC.
Address Line 4:	WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1717965 TM
NAME OF SUBMITTER:	Diane Giacomozzi
SIGNATURE:	/Diane Giacomozzi/
DATE SIGNED:	06/24/2022

OP $140.00 5128626

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 23, 2022, by and between **JPMORGAN CHASE BANK, N.A.** ("Lender") and **QUMULO, INC.**, a Delaware corporation ("Grantor").

RECITALS

A.   Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit and Security Agreement by and between Lender and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Lender.

B.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   <u>Grant of Security Interest</u>. To secure Grantor's obligations to Lender, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a)   Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");

(b)   Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c)   Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d)   All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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 Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The

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provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5.   Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6.   Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.   Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[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.

GRANTOR:

QUMULO, INC.

By: *Matthew B. Frey*
DocuSigned by:
420BE2F0B4514BB...

Name: Matthew B. Frey

Title: CFO

LENDER:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

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

GRANTOR:

QUMULO, INC.

By: _____

Name: _____

Title: _____

LENDER:

JPMORGAN CHASE BANK, N.A.

By: *Cameron Gray*

Name: ___Cameron Gray_____

Title: ___Authorized Officer_____

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None		

Patents

Description	Registration/ Application Number	Registration/ Application Date
Space accounting for storage system snapshots	9753932	September 5, 2017
Filesystem capacity and performance metrics and visualizations	9836480	December 5, 2017
Continuous replication for secure distributed filesystems	10073856	September 11, 2018
Data mobility, accessibility, and consistency in a data storage system	10095708	October 9, 2018
Filesystem capacity and performance metrics and visualizations	10095709	October 9, 2018
Managing storage quotas in a shared storage system	10095729	October 9, 2018
Merged permission modes	10162980	December 25, 2018
Triggering the increased collection and distribution of monitoring information in a distributed processing system	10318401	June 11, 2019
Analyzing and visualizing trends in the use and consumption of data in a shared storage system	10318494	June 11, 2019
Filesystem block sampling to identify user consumption of storage resources	10346355	July 9, 2019
Analyzing and visualizing trends in the use and consumption of data in a shared storage system	10409784	September 10 ,2019
Filesystem block sampling to identify user consumption of storage resources	10459884	October 29, 2019
Filesystem hierarchical aggregate metrics	10459892	October 29, 2019
Dynamic permission modes	10460122	October 29, 2019
Dynamic evaluation and selection of file system pre-fetch policy	10474635	November 12, 2019
File system cache tiers	10534758	January 14, 2020
Space accounting for storage system snapshots	10552373	February 4, 2020
Continuous replication for secure distributed filesystems	10606812	March 31, 2020
Client aware pre-fetch policy scoring system	10614033	April 7, 2020
Access verification for distributed file systems	10614241	April 7, 2020

Replicating file system objects in distributed file systems	10621147	April 14, 2020
Triggering the increased collection and distribution of monitoring information in a distributed processing system	10678671	June 9, 2020
Managing file system state during replication jobs	10725977	July 28, 2020
Predictive performance analysis for file systems	10795796	October 6, 2020
Managing throughput fairness and quality of service in file systems	10860372	December 8, 2020
Change notification in distributed file systems	10860414	December 8, 2020
Data mobility, accessibility, and consistency in a data storage system	10860547	December 8, 2020
Filesystem capacity and performance metrics and visualizations	10877942	December 29, 2020
Fair sampling of alternate data stream metrics for file systems	10936538	March 2, 2021
Aggregating alternate data stream metrics for file systems	10936551	March 2, 2021
Backup services for distributed file systems in cloud computing environments	11132126	September 28, 2021
Filesystem hierarchical capacity quantity and aggregate metrics	11132336	September 28, 2021
Recovery checkpoints for distributed file systems	11151001	October 19, 2021
Data replication in distributed file systems	11151092	October 19, 2021
Replicating files in distributed file systems using object-based data storage	11157458	October 26, 2021
Managing storage quotas in a shared storage system	11256682	February 22, 2022
Serverless disk drives based on cloud storage	11294604	April 5, 2022
Managing throughput fairness and quality of service in file systems	11294718	April 5, 2022
Fair sampling in a hierarchical filesystem	14/595598	January 13, 2015
File system cache tiers	16/741567	January 13, 2020
Predictive performance analysis for file systems	17/062500	October 20, 2020
Recovery checkpoints for distributed file systems	17/504289	October 18, 2021
User interfaces for managing distributed file systems	17/491017	September 30, 2021
Managing per object snapshot coverage in filesystems	16/004182	June 8, 2018
Replicating files in distributed file systems using object-based data storage	17/510043	October 25, 2021

Managing cluster to cluster replication for distributed file systems	17/115529	November 8, 2020
Managing cloud storage for distributed file systems	17/203452	March 16, 2021
Backup services for distributed file systems in cloud computing environments	17/484167	September 24, 2021
Managing usable storage space in distributed file systems	17/530420	November 18, 2021
Storage tier management for file systems	17/190653	March 3, 2021
Distributed resource caching	17/588120	January 28, 2022
Integrating distributed file systems with object stores	17/588895	January 31, 2022

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EXHIBIT C

Trademarks

Description	Registration/ Application Number	Registration/ Application Date
QUMULO	5128626	January 24, 2017
QUMULO CARE	5136914	February 7, 2017
QUMULO CORE	5128631	January 24, 2017
Q	5170514	March 28, 2017
QSFS	5161062	March 14, 2017

Mask Works

Description	Registration/ Application Number	Registration/ Application Date

None