

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtustream, Inc.		03/15/2013	CORPORATION: DELAWARE
Virtustream DCS, LLC		03/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
Virtustream Limited		03/15/2013	COMPANY: JERSEY
Virtustream UK Limited		03/15/2013	COMPANY: UNITED KINGDOM
Network I Limited		03/15/2013	COMPANY: UNITED KINGDOM
Virtustream Canada Holdings, Inc.		03/15/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ORIX Ventures, LLC		
Street Address:	1717 Main St., Suite 1100		
Internal Address:	Attention: General Counsel		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4029260	VIRTUSTREAM	
Registration Number:	4140962	XSTREAM	
Registration Number:	4131095	VIRTUSTREAM	
Registration Number:	4229273	VIRTUSTREAM ENTERPRISE CLASS CLOUD	
Serial Number:	85649609	VIRTUSTREAM μ VM	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$140.00 4029260

via US Mail.

Phone: 703-610-6100
Email: boxip@hoganlovells.com
Correspondent Name: Valerie Brennan, Hogan Lovells US LLP
Address Line 1: 7930 Jones Branch Drive, 9th Floor
Address Line 2: Box Intellectual Property
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER:	34426.03
NAME OF SUBMITTER:	Valerie Brennan
Signature:	/vb/
Date:	03/21/2013

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 15, 2013 by and between **ORIX VENTURES, LLC** (“**ORIX**”), **VIRTUSTREAM, INC.** (“**Virtustream**”), **VIRTUSTREAM DCS, LLC** (“**Virtustream DCS**”), **VIRTUSTREAM LIMITED** (“**Virtustream Limited**”), **VIRTUSTREAM UK LIMITED** (“**Virtustream UK**”), **NETWORK I LIMITED** (“**Network I**”) and **VIRTUSTREAM CANADA HOLDINGS, INC.** (“**Virtustream Canada**,” and together with Virtustream, Virtustream DCS, Virtustream Limited, Virtustream UK and Network I, the “**Grantor**”).

RECITALS

A. ORIX has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between ORIX and Grantor dated as of March 15, 2013 (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). ORIX is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to ORIX a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to ORIX 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to ORIX 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:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether registered or not, 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 Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. 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;

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

4. All inventions, whether patented, patentable or not, 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**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, including domain name registrations, 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**”);

6. 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**”);

7. 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;

8. 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;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

This security interest is granted in conjunction with the security interest granted to ORIX under the Loan Agreement. The rights and remedies of ORIX with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to ORIX as a matter of law or equity. Each right, power and remedy of ORIX provided for herein or in the Loan Agreement or any of the Loan Documents, 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 ORIX of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including ORIX, of any or all other rights, powers or remedies. This Agreement and all acts, transactions disputes and controversies arising hereunder or relating hereto, and all rights and obligations of ORIX and Grantor shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that ORIX shall retain all rights arising under federal law

[Signature page follows.]

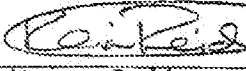
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

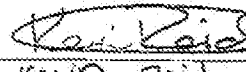
4800 Montgomery Lane, Suite 1100
Bethesda, Maryland 20814
Attn: Mr. Mike Provenzano
Fax: (301) 718-7880
E-mail: Mike.Provenzano@virtustream.com

GRANTORS:

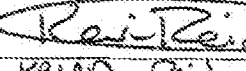
VIRTUSTREAM, INC.

By: 
Name: Kevin Reid
Title: CEO/CTO

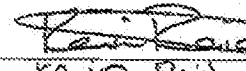
VIRTUSTREAM DCS, LLC

By: 
Name: Kevin Reid
Title: CEO/CTO

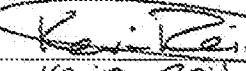
VIRTUSTREAM LIMITED

By: 
Name: Kevin Reid
Title: CEO/CTO

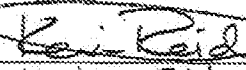
VIRTUSTREAM UK LIMITED

By: 
Name: Kevin Reid
Title: CEO/CTO

NETWORK I LIMITED

By: 
Name: Kevin Reid
Title: CEO/CTO

VIRTUSTREAM CANADA HOLDINGS,
INC.

By: 
Name: Kevin Reid
Title: CEO/CTO


Signature Page - IP Security Agreement

Orix / Virtustream / IP Security Agreement
034426/000003 - 4283742

TRADEMARK
REEL: 004987 FRAME: 0099

ORIX:

ORIX VENTURES, LLC

By: 
Name: Christopher L. Smith
Title: Manager

Signature Page --- IP Security Agreement

Orix / Virtustream / IP Security Agreement
034426000003 - 4283742

TRADEMARK
REEL: 004987 FRAME: 0100

EXHIBIT A

Unregistered Copyrights

1. Virtustream Inc.:
xStream Software
Advisor Software

2. Virtustream Canada Holdings Inc.
ECP
SpotCloud

EXHIBIT B

Patents and Patent Applications

<u>Reference #</u>	<u>Title</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Action Name</u>	<u>Deadline</u>	<u>Status</u>	<u>Country Name</u>
382848-000003	SYSTEM AND METHOD FOR SECURE CLOUD COMPUTING	PCT/CA2011/000283	3/16/2011	PCT 30 MO DEADLINE	9/25/2013	PUBLISHED	WIPO
382848-000005	METHODS AND APPARATUS FOR MOVEMENT OF VIRTUAL RESOURCES WITHIN A DATA CENTER ENVIRONMENT	PCT/US2011/025390	2/18/2011	PCT 30 MO DEADLINE	8/22/2013	PUBLISHED	WIPO
382848-000007	METHODS AND APPARATUS RELATED TO MIGRATION OF CUSTOMER RESOURCES TO VIRTUAL RESOURCES WITHIN A DATA CENTER ENVIRONMENT	PCT/US2011/025392	2/18/2011	PCT 30 MO DEADLINE	8/22/2013	PUBLISHED	WIPO
382848-000009	METHODS AND APPARATUS RELATED TO MANAGEMENT OF UNIT-BASED VIRTUAL RESOURCES WITHIN A DATA CENTER ENVIRONMENT	PCT/US2011/025393	2/18/2011	PCT 30 MO DEADLINE	8/22/2013	PUBLISHED	WIPO
382848-000010	METHODS AND APPARATUS FOR DATA CENTER MANAGEMENT INDEPENDENT OF HYPERVISOR PLATFORM	13/031,847	2/22/2011	RESPONSE TO FINAL OFFICE ACTION	6/5/2013	PUBLISHED	UNITED STATES
382848-000011	METHODS AND APPARATUS	PCT/US2011/025657	2/22/2011	PCT 30 MO DEADLINE	8/22/2013	PUBLISHED	WIPO

<u>Reference #</u>	<u>Title</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Action Name</u>	<u>Deadline</u>	<u>Status</u>	<u>Country Name</u>
	FOR DATA CENTER MANAGEMENT INDEPENDENT OF HYPERVISOR PLATFORM						
382848-000014	SYSTEMS AND METHODS OF HOST-AWARE RESOURCE MANAGEMENT INVOLVING CLUSTER-BASED RESOURCE POOLS	PCT/US2012/052561	8/27/2012	DEMAND CHAPTER II	6/25/2013	PENDING	WIPO
				PCT 30 MO DEADLINE	2/25/2014		
382848-000016	METHODS AND APPARATUS RELATED TO MANAGEMENT OF UNIT-BASED VIRTUAL RESOURCES WITHIN A DATA CENTER ENVIRONMENT	11745300.1	2/18/2011	ANNUITY DUE	2/18/2014	PUBLISHED	EUROPEAN PATENT CONVENT
				RECORD IN HONG KONG	7/2/2013		
382848-000018	METHODS AND APPARATUS FOR DATA CENTER MANAGEMENT INDEPENDENT OF HYPERVISOR PLATFORM	11745416.5	2/22/2011	ANNUITY DUE	2/22/2014	PUBLISHED	EUROPEAN PATENT CONVENT
				RECORD IN HONG KONG	7/2/2013		
382848-000021	METHODS AND APPARATUS RELATED TO MIGRATION OF CUSTOMER RESOURCES TO VIRTUAL RESOURCES WITHIN A DATA CENTER ENVIRONMENT	11745299.5	2/18/2011	ANNUITY DUE	2/18/2014	PUBLISHED	EUROPEAN PATENT CONVENT
				RECORD IN HONG KONG	7/2/2013		
382848-000023	METHODS AND APPARATUS FOR MOVEMENT OF VIRTUAL	11745297.9	2/18/2011	ANNUITY DUE	2/18/2014	PUBLISHED	EUROPEAN PATENT CONVENT
				RECORD IN HONG KONG	7/2/2013		

<u>Reference #</u>	<u>Title</u>	<u>Serial #</u>	<u>Filed Date</u>	<u>Action Name</u>	<u>Deadline</u>	<u>Status</u>	<u>Country Name</u>
	RESOURCES WITHIN A DATA CENTER ENVIRONMENT						
382848-000025	SYSTEM AND METHOD FOR SECURE CLOUD COMPUTING	11758705.5	3/16/2011	ANNUITY DUE	3/16/2014	PENDING	EUROPEAN PATENT CONVENT
382848-000027	SYSTEM AND METHOD FOR SECURE CLOUD COMPUTING	13/641,340	10/15/2012	MISSING PARTS (2 MO)	4/4/2013	PENDING	UNITED STATES
382848-000032	SYSTEMS AND METHODS FOR FIREWALLING VIRTUAL MACHINE TRAFFIC	PCT/US2013/026929	2/20/2013	DEMAND CHAPTER II	12/20/2013	PENDING	WIPO
				PCT 30 MO DEADLINE	8/20/2014		
382848-000034	ISOLATING VIRTUAL MACHINE HOST OVER A NETWORK USING A FEDERATED DOWNSTREAM CLUSTER	PCT/US2013/026907	2/20/2013	DEMAND CHAPTER II	12/20/2013	PENDING	WIPO
				PCT 30 MO DEADLINE	8/20/2014		

EXHIBIT C

Trademarks

(See attached.)

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
VIRTUSTREAM	8186-20007		ORD	77776400 08-Jul-2009	13-Jul-2010	4029260 20-Sep-2011	Registered 20-Sep-2021

Classes: 09 Int., 42 Int.

Owner: Virtustream, Inc.

Client: Virtustream, Inc.

Agent:

Attorneys: JWH

Client Reference:

Agent Reference:

Next Action

Due Date

Aff of Use - 6 Year

20-Sep-2017 Due Date

Goods:
09 Int.: Computer software, namely, cloud computing data center management software for accessing virtualized data; computer software for providing web-based applications and services through a web operated system or interface

42 Int.: Scientific and technical consulting and research services relating to computer software; design and development of computer software and systems; support and trouble shooting of computer software problems

XSTREAM	8186-20009		ORD	85110985 19-Aug-2010	28-Feb-2012	4140962 15-May-2012	Registered 15-May-2022
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Classes: 09 Int., 37 Int., 42 Int.

Owner: Virtustream, Inc.

Client: Virtustream, Inc.

Agent:

Attorneys: JWH

Client Reference:

Agent Reference:

Next Action

Due Date

Aff of Use - 6 Year

15-May-2018 Due Date

Goods:
09 Int.: Computer software, namely, cloud computing data center management software for accessing virtualized data; computer software for providing web-based applications and services through a web operated system or interface

37 Int.: Installation of computerized information systems and provision of consulting services in relation to installation of computerized information systems

42 Int.: Scientific and technical consulting relating to computers and computer software; development of computer systems and computer software; technical support and trouble shooting of computer software problems

Trademark List (by Country)

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
VIRTUSTREAM & Design	8186-20031		ORD	85383440 28-Jul-2011	07-Feb-2012	4131095 24-Apr-2012	Registered 24-Apr-2022

Classes: 09 Int., 42 Int.

Owner: Virtustream, Inc.

Client: Virtustream, Inc.

Agent:

Attorneys: JWH

Client Reference:

Agent Reference:

Next Action

Due Date

Aff of Use - 6 Year

24-Apr-2018 Due Date

Goods: 09 Int.: Computer software, namely, cloud computing data center management software for accessing virtualized data; computer software for providing web-based applications and services through a web operated system or interface.

42 Int.: Scientific and technical consulting and research services relating to computer software; design and development of computer software and systems; support services; trouble shooting of computer software problems.

VIRTUSTREAM ENTERPRISE CLASS CLOUD & Design	8186-20037		ORD	85545910 17-Feb-2012	07-Aug-2012	4229273 23-Oct-2012	Registered 23-Oct-2022
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Classes: 42 Int.

Owner: Virtustream, Inc.

Client: Virtustream, Inc.

Agent:

Attorneys: JWH

Client Reference:

Agent Reference:

Next Action

Due Date

Aff of Use - 6 Year

23-Oct-2018 Due Date

Goods: 42 Int.: Scientific and technical consulting and research services relating to computer software; design and development of computer software and systems; support services; trouble shooting of computer software problems

Trademark List (by Country)

Country: United States of America

Trademark	Case Number: Country	Sub Case	Case Type	Application No. Filing Date	Publication No. Publication Date	Registration No. Registration Date	Status Next Renewal
VIRTUSTREAM μVM	8186-20038		ORD	85649609 12-Jun-2012			Pending

Classes: 42 Int.

Owner: Virtustream, Inc.

Client: Virtustream, Inc.

Agent:

Attorneys: JWH

Client Reference:

Agent Reference:

Next Action

Due Date

Response Due

27-Apr-2013 Final

Goods: -----
 42 Int.: Computer services in the nature of information technology infrastructure ;
 a virtual unit of compute processing and management consisting of methods for
 memory, storage and associated LAN network bandwidth utilization

EXHIBIT D

Mask Works

None.