

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431947

|   |                                     |                                       |                         |
|---|-------------------------------------|---------------------------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                                       |                         |
| <b>CONVEYING PARTY DATA</b>   |                                     |                                       |                         |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b>                 | <b>Entity Type</b>      |
| Overland Storage, Inc.  |                                     | 06/20/2017                            | Corporation: CALIFORNIA |
| Sphere 3D Corp.   |                                     | 06/20/2017                            | Corporation: ONTARIO    |
| Sphere 3D Inc.  |                                     | 06/20/2017                            | Corporation: CANADA     |
| V3 Systems Holdings, Inc.   |                                     | 06/20/2017                            | Corporation: DELAWARE   |
| <b>RECEIVING PARTY DATA</b>   |                                     |                                       |                         |
| <b>Name:</b>  | Opus Bank                           |                                       |                         |
| <b>Street Address:</b>  | 19900 MacArthur Blvd, 12th Floor    |                                       |                         |
| <b>City:</b>  | Irvine                              |                                       |                         |
| <b>State/Country:</b>   | CALIFORNIA                          |                                       |                         |
| <b>Postal Code:</b>   | 92612                               |                                       |                         |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA             |                                       |                         |
| <b>PROPERTY NUMBERS Total: 3</b>  |                                     |                                       |                         |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>                      |                         |
| <b>Serial Number:</b>   | 86928263                            | SNAP ECR                              |                         |
| <b>Serial Number:</b>   | 86928268                            | SNAP ENCRYPTED CONTINUOUS REPLICATION |                         |
| <b>Serial Number:</b>   | 87123497                            | DISTRIBUTED DESKTOP HYPERCONVERGENCE  |                         |
| <b>CORRESPONDENCE DATA</b>  |                                     |                                       |                         |
| <b>Fax Number:</b>  | 2139963305                          |                                       |                         |
| <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> |                                     |                                       |                         |
| <b>Phone:</b>   | 2136836305                          |                                       |                         |
| <b>Email:</b>   | williamwolff@paulhastings.com       |                                       |                         |
| <b>Correspondent Name:</b>  | William Wolff c/o Paul Hastings LLP |                                       |                         |
| <b>Address Line 1:</b>  | 515 South Flower Street, 25th Floor |                                       |                         |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90071       |                                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 90855.00008                         |                                       |                         |
| <b>NAME OF SUBMITTER:</b>   | william wolff                       |                                       |                         |
| <b>SIGNATURE:</b>   | /William Wolff/                     |                                       |                         |
| <b>DATE SIGNED:</b>   | 06/20/2017                          |                                       |                         |

OP \$90.00 86928263

**Total Attachments: 12**

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**IP SECURITY AGREEMENT SUPPLEMENT NUMBER ONE TO INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

This **IP SECURITY AGREEMENT SUPPLEMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 20, 2017 (this "Supplement"), is delivered pursuant to that certain Intellectual Property Security Agreement, dated April 6, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intellectual Property Security Agreement"), among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **OPUS BANK**, a California commercial bank ("Lender") as Lender. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement, which by this reference is incorporated herein.

**WHEREAS**, with respect to Patents, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 18, 2016, at Reel 038306, Frame 0035;

**WHEREAS**, with respect to Trademarks, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 18, 2016, at Reel 5772, Frame 0973;

**WHEREAS**, the Grantors and the Lender wish to supplement the Intellectual Property Security Agreement by supplementing Schedule A to the Intellectual Property Security Agreement to add the Patents appearing on Schedule A hereto, and have agreed to do so;

**WHEREAS**, the Grantors and the Lender wish to supplement the Intellectual Property Security Agreement by supplementing Schedule B to the Intellectual Property Security Agreement to add the Trademarks appearing on Schedule B hereto, and have agreed to do so;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to supplement the Intellectual Property Security Agreement as follows:

1. Each Grantor and Lender hereby agree that Schedule A to the Intellectual Property Security Agreement is hereby supplemented by adding the Patents appearing on Schedule A attached hereto (the "Additional Patents"), and such Additional Patents shall be and become part of the Collateral referred to in the Intellectual Property Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Each Grantor and Lender hereby agree that Schedule B to the Intellectual Property Security Agreement is hereby supplemented by adding the Trademarks appearing on Schedule B attached hereto (the "Additional Trademarks"), and such Additional Trademarks shall be and become part of the Collateral referred to in the Intellectual Property Security Agreement and Schedule B attached thereto and shall secure all Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Lender in all of such Grantor's right, title, and interest in, to, and under the Patents identified on Schedule A to the Intellectual Property Security Agreement prior to the effectiveness of this Supplement, (b) reaffirms all prior grants of security interests in favor of Lender in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule B to the Intellectual Property Security Agreement prior to the effectiveness of this Supplement, (c) grants, assigns, and pledges to Lender, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Patents

identified on Schedule A attached hereto, (d) grants, assigns, and pledges to Lender, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks identified on Schedule B attached hereto, (e) represents and warrants that the representations and warranties in the Intellectual Property Security Agreement, as amended by this Supplement, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (f) agrees that the Intellectual Property Security Agreement, as supplemented hereby, is and shall remain in full force and effect.

**4. THE VALIDITY OF THIS SUPPLEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.**

5. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement.

6. This Supplement is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned Grantors hereto have executed this Supplement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**


**OVERLAND STORAGE, INC.**, a California corporation

By:   
Name: Kurt Kalbfleish  
Title: SVP and CFO


**SPHERE 3D CORP.**, a corporation organized under the laws of Ontario Canada

By:   
Name: Kurt Kalbfleish  
Title: SVP and CFO

**SPHERE 3D INC.**, a corporation organized under the laws of Canada

By:   
Name: Kurt Kalbfleish  
Title: SVP, CFO, and Secretary

**V3 SYSTEMS HOLDINGS, INC.**, a Delaware corporation

By:   
Name: Kurt Kalbfleish  
Title: Secretary and CFO



**SCHEDULE A**

**PATENTS:**

| <b>Country</b> | <b>Title</b>  | <b>Owner</b>                         | <b>App. No.</b>   | <b>Patent No.</b> |
|----------------|---|--------------------------------------|-------------------|-------------------|
| U.S.           | <b>VIRTUAL MACHINE<br/>MIGRATION INTO THE<br/>CLOUD</b>   | <b>V3 SYSTEMS<br/>HOLDINGS, INC.</b> | <b>13/563,603</b> |                   |
| U.S.           | <b>SYSTEMS AND METHODS<br/>FOR MANAGING<br/>EMULATION RESOURCES</b>   | <b>SPHERE 3D INC.</b>                | <b>14/229,368</b> |                   |
| U.S.           | <b>TAPE EMULATING DISK<br/>BASED STORAGE SYSTEM<br/>AND METHOD WITH<br/>AUTOMATICALLY RESIZED<br/>EMULATED TAPE<br/>CAPACITY</b>    | <b>OVERLAND<br/>STORAGE, INC.</b>    | <b>14/278,637</b> |                   |
| U.S.           | <b>PARALLEL<br/>ASYNCHRONOUS DATA<br/>REPLICATION</b>   | <b>OVERLAND<br/>STORAGE, INC.</b>    | <b>14/636,606</b> |                   |
| U.S.           | <b>Systems and Methods for<br/>Selecting Between Emulated and<br/>Non-Emulated Resources for<br/>Providing an Emulation Session</b> | <b>SPHERE 3D INC.</b>                | <b>15/065,251</b> |                   |
| U.S.           | <b>Systems and Methods for<br/>Providing an Emulation of a<br/>Computer Product</b>   | <b>SPHERE 3D INC.</b>                | <b>15/066,179</b> |                   |
| U.S.           | <b>Systems and Methods for<br/>Contextually Allocating<br/>Emulation Resources</b>  | <b>SPHERE 3D INC.</b>                | <b>15/066,478</b> |                   |
| U.S.           | <b>Directory information for<br/>managing data in network file<br/>system</b>   | <b>OVERLAND<br/>STORAGE, INC.</b>    | <b>11/388,402</b> |                   |
| U.S.           | <b>VIRTUAL MACHINE STATE<br/>TRACKING USING OBJECT</b>  | <b>V3 SYSTEMS<br/>HOLDINGS, INC.</b> | <b>13/592,243</b> |                   |

| <b>Country</b> | <b>Title</b>   | <b>Owner</b>                     | <b>App. No.</b>   | <b>Patent No.</b> |
|----------------|--|----------------------------------|-------------------|-------------------|
|                | <b>BASED STORAGE</b>   |                                  |                   |                   |
| <b>U.S.</b>    | <b>SYSTEM AND METHOD OF HANDLING FILE METADATA</b>   | <b>OVERLAND STORAGE, INC.</b>    | <b>13/619,007</b> |                   |
| <b>U.S.</b>    | <b>SYSTEMS AND METHODS FOR LOAD BALANCING DRIVES AND SERVERS BY PUSHING A COPY OF A FREQUENTLY ACCESSED FILE TO ANOTHER DISK DRIVE</b> | <b>OVERLAND STORAGE, INC.</b>    | <b>14/605,839</b> |                   |
| <b>U.S.</b>    | <b>MICROVISOR RUN TIME ENVIRONMENT OFFLOAD PROCESSOR</b>   | <b>SPHERE 3D CORPORATION</b>     | <b>14/720,553</b> |                   |
| <b>U.S.</b>    | <b>SYSTEMS AND METHODS FOR STORING PARITY GROUPS</b>   | <b>OVERLAND STORAGE, INC.</b>    | <b>13/538,636</b> |                   |
| <b>U.S.</b>    | <b>VIRTUAL MACHINE MIGRATION</b>   | <b>V3 SYSTEMS HOLDINGS, INC.</b> | <b>13/592,251</b> |                   |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b>    | <b>13/619,689</b> |                   |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b>    | <b>13/620,011</b> |                   |
| <b>U.S.</b>    | <b>APPARATUS AND METHOD FOR PERFORMING SNAPSHOTS OF BLOCK-LEVEL STORAGE DEVICES</b>  | <b>OVERLAND STORAGE, INC.</b>    | <b>14/505,302</b> |                   |
| <b>U.S.</b>    | <b>DATA PROTECTION WITH MULTIPLE SITE REPLICATION</b>  | <b>OVERLAND STORAGE, INC.</b>    | <b>14/551,543</b> |                   |



| Country | Title   | Owner                  | App. No.   | Patent No. |
|---------|---|------------------------|------------|------------|
| U.S.    | A MAGNETIC TAPE DRIVE APPARATUS INCLUDING A VARIABLE RATE                   | OVERLAND STORAGE, INC. | 09/134,243 | 6597526    |
| U.S.    | MEDIA ACCESS IN A MEDIA LIBRARY   | OVERLAND STORAGE, INC. | 09/191,222 | 6353581    |
| U.S.    | SELF-TUNING MEMORY MANAGEMENT FOR COMPUTER SYSTEMS                          | OVERLAND STORAGE, INC. | 09/515,416 | 6442661    |
| U.S.    | MEDIA HANDLING SYSTEM AND METHOD  | OVERLAND STORAGE, INC. | 09/712,386 | 6496325    |
| U.S.    | DYNAMIC DATA RECOVERY   | OVERLAND STORAGE, INC. | 10/060,686 | 6871295    |
| U.S.    | DYNAMIC REDISTRIBUTION OF PARITY GROUPS                                     | OVERLAND STORAGE, INC. | 10/060,874 | 6862692    |
| U.S.    | DATA ENGINE WITH METADATA PROCESSOR   | OVERLAND STORAGE, INC. | 10/060,878 | 6754773    |
| U.S.    | INTERFACE ARCHITECTURE  | OVERLAND STORAGE, INC. | 10/060,903 | 6745286    |
| U.S.    | REPLACING FILE SYSTEM PROCESSORS BY HOT SWAPPING                            | OVERLAND STORAGE, INC. | 10/060,908 | 6990547    |
| U.S.    | SERVER-INDEPENDENT OBJECT POSITIONING FOR LOAD BALANCING DRIVES AND SERVERS | OVERLAND STORAGE, INC. | 10/060,918 | 6990667    |
| U.S.    | FILE SYSTEM METADATA DESCRIBING SERVER DIRECTORY INFORMATION                | OVERLAND STORAGE, INC. | 10/060,920 | 7054927    |
| U.S.    | DATA BLOCKING MAPPING   | OVERLAND STORAGE, INC. | 10/060,921 | 6775792    |

| Country | Title   | Owner                  | App. No.   | Patent No. |
|---------|---|------------------------|------------|------------|
| U.S.    | SYSTEM AND METHOD FOR SELECTIVELY TRANSFERRING BLOCK DATA OVER A NETWORK                              | OVERLAND STORAGE, INC. | 10/444,680 | 7613784    |
| U.S.    | BLOCK LEVEL DATA SNAPSHOT SYSTEM AND METHOD   | OVERLAND STORAGE, INC. | 10/718,486 | 7225210    |
| U.S.    | TAPE EMULATING DISK BASED STORAGE SYSTEM AND METHOD WITH AUTOMATICALLY RESIZED EMULATED TAPE CAPACITY | OVERLAND STORAGE, INC. | 10/943,779 | 7761284    |
| U.S.    | DYNAMIC REDISTRIBUTION OF PARITY GROUPS   | OVERLAND STORAGE, INC. | 11/018,114 | 7356730    |
| U.S.    | SYSTEM AND METHOD OF HANDLING FILE METADATA   | OVERLAND STORAGE, INC. | 11/118,617 | 7454406    |
| U.S.    | TAPE EMULATING DISK BASED STORAGE SYSTEM AND METHOD   | OVERLAND STORAGE, INC. | 11/215,740 | 7444465    |
| U.S.    | Systems and methods for load balancing drives and servers   | OVERLAND STORAGE, INC. | 11/238,405 | 8782661    |
| U.S.    | TAPE LIBRARY EMULATION WITH AUTOMATIC CONFIGURATION AND DATA RETENTION                                | OVERLAND STORAGE, INC. | 11/356,726 | 8291160    |
| U.S.    | DATA PROTECTION SYSTEMS WITH MULTIPLE SITE REPLICATION  | OVERLAND STORAGE, INC. | 11/357,742 | 8122191    |
| U.S.    | SYSTEMS AND METHODS FOR STORING PARITY GROUPS   | OVERLAND STORAGE, INC. | 12/028,662 | 7917695    |

| <b>Country</b> | <b>Title</b>  | <b>Owner</b>              | <b>App. No.</b> | <b>Patent No.</b> |
|----------------|---|---------------------------|-----------------|-------------------|
| U.S.           | SYSTEM AND METHOD OF HANDLING FILE METADATA   | OVERLAND STORAGE, INC.    | 12/272,444      | 8589449           |
| U.S.           | PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS   | OVERLAND STORAGE, INC.    | 12/431,345      | 8296398           |
| U.S.           | SYSTEM AND METHOD FOR SELECTIVELY TRANSFERRING BLOCK DATA OVER A NETWORK  | OVERLAND STORAGE, INC.    | 12/579,335      | 9122406           |
| U.S.           | TAPE EMULATING DISK BASED STORAGE SYSTEM AND METHOD WITH AUTOMATICALLY RESIZED EMULATED TAPE CAPACITY                     | OVERLAND STORAGE, INC.    | 12/796,882      | 8731897           |
| U.S.           | SYSTEMS AND METHODS FOR STORING PARITY GROUPS   | OVERLAND STORAGE, INC.    | 13/072,622      | 8214590           |
| U.S.           | INTERMEDIATION OF HYPERVISOR FILE SYSTEM AND STORAGE DEVICE MODELS  | V3 SYSTEMS HOLDINGS, INC. | 13/175,766      | 9489396           |
| U.S.           | DATA PROTECTION SYSTEMS WITH MULTIPLE SITE REPLICATION  | OVERLAND STORAGE, INC.    | 13/371,062      | 8386705           |
| U.S.           | TAPE LIBRARY EMULATION WITH AUTOMATIC CONFIGURATION AND DATA RETENTION  | OVERLAND STORAGE, INC.    | 13/613,373      | 8751759           |
| U.S.           | SYSTEMS AND METHODS FOR LOAD BALANCING DRIVES AND SERVERS BY PUSHING A COPY OF A FREQUENTLY ACCESSED FILE TO ANOTHER DISK | OVERLAND STORAGE, INC.    | 13/615,236      | 8943513           |

| <b>Country</b> | <b>Title</b>   | <b>Owner</b>                  | <b>App. No.</b>   | <b>Patent No.</b> |
|----------------|--|-------------------------------|-------------------|-------------------|
|                | <b>DRIVE</b>   |                               |                   |                   |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b> | <b>13/619,368</b> | <b>9449019</b>    |
| <b>U.S.</b>    | <b>DATA PROTECTION SYSTEMS WITH MULTIPLE SITE REPLICATION</b>  | <b>OVERLAND STORAGE, INC.</b> | <b>13/619,394</b> | <b>8904132</b>    |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b> | <b>13/619,741</b> | <b>8856233</b>    |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b> | <b>13/619,885</b> | <b>9122698</b>    |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b> | <b>13/619,889</b> | <b>9305015</b>    |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b> | <b>13/619,908</b> | <b>9396206</b>    |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b> | <b>13/620,001</b> | <b>9213719</b>    |
| <b>U.S.</b>    | <b>PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS</b>   | <b>OVERLAND STORAGE, INC.</b> | <b>13/620,026</b> | <b>9213720</b>    |
| <b>U.S.</b>    | <b>SYSTEMS AND METHODS FOR ALLOCATING ONLINE RESOURCES</b>     | <b>SPHERE 3D INC.</b>         | <b>15/052,339</b> | <b>9531639</b>    |
| <b>U.S.</b>    | <b>METHODS AND SYSTEMS FOR PROVIDING SOFTWARE APPLICATIONS</b> | <b>SPHERE 3D INC.</b>         | <b>15/437,971</b> |                   |

| Country | Title  | Owner                             | App. No.          | Patent No. |
|---------|--|-----------------------------------|-------------------|------------|
| U.S.    | <b>SYSTEMS AND METHODS<br/>FOR EMULATING<br/>RESOURCES USING<br/>ABSTRACT<br/>CONTAINERIZATION WITH<br/>ABSTRACT<br/>CATEGORIZATION AND<br/>POLICY SETTING</b> | <b>SPHERE 3D INC.</b>             | <b>62/356,157</b> |            |
| U.S.    | <b>TAPE LIBRARY EMULATION<br/>WITH AUTOMATIC<br/>CONFIGURATION AND<br/>DATA RETENTION</b>  | <b>OVERLAND<br/>STORAGE, INC.</b> | <b>15/359,458</b> |            |

**SCHEDULE B**

**TRADEMARKS:**

| <b>Country</b> | <b>Owner</b>           | <b>Trademark</b>                         | <b>Application No.</b> |
|----------------|------------------------|--|------------------------|
| U.S.           | OVERLAND STORAGE, INC. | SNAP ECR                                 | 86928263               |
| U.S.           | OVERLAND STORAGE, INC. | SNAP ENCRYPTED<br>CONTINUOUS REPLICATION | 86928268               |
| U.S.           | OVERLAND STORAGE, INC. | DISTRIBUTED DESKTOP<br>HYPERCONVERGENCE  | 87123497               |