

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM453165

<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>
TANDBERG DATA HOLDINGS S.Å R.L.		11/17/2017	Corporation: LUXEMBOURG
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OPUS BANK		
<b>Street Address:</b>	19900 MACARTHUR BLVD.,		
<b>Internal Address:</b>	12TH FLOOR		
<b>City:</b>	IRVINE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	Chartered Bank: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78410281	RDX	
<b>Serial Number:</b>	86506117	RDX+	
<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		
<b>Address Line 1:</b>	515 South Flower St.		
<b>Address Line 2:</b>	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>	12/04/2017		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated as of November 17, 2017, is made by **TANDBERG DATA HOLDINGS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated in the Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés*), under number B174.829 whose registered office is at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg ("*TDH*" or "*Grantor*") in favor of **OPUS BANK**, a California commercial bank ("*Opus*" or "*Lender*"), as Lender under that certain Credit Agreement dated as of April 6, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*") by and among **OVERLAND STORAGE, INC.**, a California corporation (the "*Company*") and **TANDBERG DATA GMBH**, a German limited liability company registered with the commercial register of the local court in Dortmund under HRB 5589 (individually, the "*Subsidiary Borrower*" and, together with the Company, collectively the "*Borrowers*" and each individually a "*Borrower*"), and the Lender. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, a condition to the obligation of the Lender to continue to make its extensions of credit to the Subsidiary Borrower under the Credit Agreement is that TDH has execute and deliver that certain Charge Over IP dated as of the date hereof between TDH and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Charge Over IP*").

WHEREAS, under the terms of the Charge Over IP, TDH has granted a security interest in certain of its intellectual property to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

**SECTION 1. Grant of Security.** TDH hereby grants to the Lender a security interest in and to all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement (each such supplement, an "*IP Security Agreement Supplement*"), executed and delivered by TDH to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "*Patents*");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by TDH to the Lender from time to time) (the "*Trademarks*");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such **Schedule C** may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by TDH to the Lender from time to time) (the "*Copyrights*");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent- to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of TDH therein).

**SECTION 2. Security for Obligations.** The grant of a security interest in the Collateral by TDH under this IP Security Agreement secures the payment of the Secured Liabilities (as defined in the Charge Over IP) now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

**SECTION 3. Application of Proceeds.** Any proceeds shall be applied in accordance with the terms of the Charge over IP.

**SECTION 4. Recordation.** TDH authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

**SECTION 5. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 6. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Charge Over IP. TDH hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Charge Over IP, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 7. Governing Law.**

(i) THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA; PROVIDED THAT LENDER SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(ii) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF SUCH STATE, AND BY EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EACH PARTY HERETO CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. TDH AND LENDER EACH IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF *FORUM NON CONVENIENS*, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF ANY LOAN DOCUMENT OR OTHER DOCUMENT RELATED HERETO. EACH PARTY HERETO WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.

(iii) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY (i) IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY

COUNTERCLAIM THEREIN; (ii) IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (iii) CERTIFIES THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OF COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (iv) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS IP SECURITY AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS SECTION. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 7 AND EXECUTED BY EACH PARTY HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS HERETO. IN THE EVENT OF LITIGATION, THIS IP SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


**SECTION 8. Subordination Agreement.** Notwithstanding anything herein to the contrary, this IP Security Agreement is subject to the provisions of that certain Subordination Agreement, dated as of April 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “*Subordination Agreement*”), by and among by Sphere 3D Corp., a corporation organized under the laws of Ontario, Canada, Sphere 3D, Inc., a corporation organized under the laws of Canada, V3 Systems Holdings, Inc., a Delaware corporation, Borrowers, FBC Holdings S.A.R.L., and Lender. In the event of any conflict between the terms of the Subordination Agreement and this IP Security Agreement, the terms of the Subordination Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed and delivered as follows:

TANDBERG DATA HOLDINGS S.À R.L.

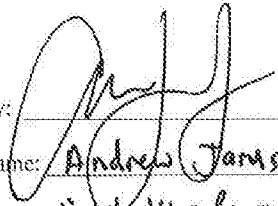
Manager

  
\_\_\_\_\_  
(Signature)

Name

Kurt Kalbfleisch

OPUS BANK

By:   
Name: Andrew Jans  
Title: First Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**SCHEDULE I**

**RDX - U.S. Patents and Applications**

	<b>Title</b>	<b>US App. No. Filing Date</b>	<b>US Pat. No. Issue Date</b>
1.	Data Storage Cartridge with Optical Waveguide	12/117507 05/08/2008	8,060,893 11/15/2011
2.	Removable Cartridge Storage Devices and Methods	11/121760 05/03/2005	8,127,068 02/28/2012
3.	Data Replication Systems and Methods	11/122322 05/03/2005	8,019,908 09/13/2011
4.	Extendable Virtual Autoloader Systems and Methods	11/274756 11/14/2005	7,417,819 08/26/2008
5.	Archival Cartridge Management System with Auto-refresh	11/266868 11/03/2005	7,246,210 07/17/2007
6.	Adaptive Archival Format	11/194137 07/28/2005	7,533,323 05/12/2009
7.	Secure Data Cartridge	11/266806 11/03/2005	7,493,494 02/17/2009
8.	Secure Data Cartridge	12/371407 02/13/2009	8,230,230 07/24/2012
9.	Removable Data Cartridge	11/470199 09/05/2006	7,907,366 03/15/2011
10.	Removable Data Cartridge	29/241308 10/25/2005	D560666 01/29/2008
11.	Data Cartridge with Electrostatic Discharge Protection	11/332590 01/12/2006	7,573,705 08/11/2009
12.	Removable Cartridge Identification System	11/279083 04/07/2006	7,694,884 04/13/2010
13.	Hard Drive Cartridge Protection	11/865473 10/01/2007	7,612,994 11/03/2009
14.	Virtual Removable Disk Device for Removable Storage Media	12/901394 10/08/2010	8,590,060 11/19/2013
15.	Methods for Implementation of Data Formats on a Removable Disk Drive Storage System	12/984550 01/04/2011	8,156,292 04/10/2012
16.	Removable Storage System for Server Bay	13/038594 03/02/2011	8,582,286 11/12/2013



**RDX - Non-U.S. Patents and Applications**

	<b>Title</b>	<b>Non-US App. No. Filing Date</b>	<b>Non-US Pat. No. or Pub. No. Issue Date</b>	<b>Country</b>
1.	Removable Cartridge Storage Devices and Methods	EP05761537.9 06/15/2005	EP1782216 05/09/2009	Europe
2.	Removable Cartridge Storage Devices and Methods	DE05761537.9 06/15/2005	DE602005016430.8 09/02/2009	Germany
3.	Removable Cartridge Storage Devices and Methods	FR05761537.9 06/15/2005	FR1782216 09/02/2009	France
4.	Removable Cartridge Storage Devices and Methods	GB05761537.9 06/15/2005	GB1782216 09/02/2009	United Kingdom
5.	Extendable Virtual Autoloader Systems and Methods	EP05823252.1 11/15/2005	EP1820189 09/15/2010	Europe
6.	Extendable Virtual Autoloader Systems and Methods	DE05823252.1 11/15/2005	DE602005023644.9 09/15/2010	Germany
7.	Extendable Virtual Autoloader Systems and Methods	FR05823252.1 11/15/2005	FR1820189 09/15/2010	France
8.	Extendable Virtual Autoloader Systems and Methods	GB05823252.1 11/15/2005	GB1820189 09/15/2010	United Kingdom
9.	Secure Data Cartridge	CN200680040696.4 10/24/2006	CN101507224 08/12/2009	China
10.	Secure Data Cartridge	EP06826760.8 10/24/2006	EP1946209 07/23/2008	Europe
11.	Secure Data Cartridge	JP20080538925T 10/24/2006	JP2009516871 04/23/2009	Japan
12.	Secure Data Cartridge	BR PI0617922-3 10/24/2006		Brazil
13.	Removable Data Cartridge	EP06803337.2 09/11/2006	EP1941510 07/09/2008	Europe
14.	Removable Data Cartridge	JP20080537708T 09/11/2006	4950209 03/16/2012	Japan
15.	Removable Data Cartridge	BR PI0617164-8 09/11/2006		Brazil
16.	Removable Data	CN200680039659.1	200680039659.1	China

	<b>Title</b>	<b>Non-US App. No. Filing Date</b>	<b>Non-US Pat. No. or Pub. No. Issue Date</b>	<b>Country</b>
	Cartridge	09/11/2006	6/12/2013	
17.	Removable Data Cartridge	CN200630014331.7 04/25/2006	ZL200630014331.7 08/01/2007	China
18.	Removable Data Cartridge	EP000517776 04/25/2006	EP000517776 04/25/2006	Europe
19.	Removable Data Cartridge	IN204161 04/24/2006	IN204161 04/24/2006	India
20.	Removable Data Cartridge	KR2006-15369 04/25/2006	KR443010 03/05/2007	Korea
21.	Removable Data Cartridge	TW95302168 04/25/2006	TWD125748 11/01/2008	Taiwan
22.	Removable Data Cartridge	JP2006-10565 04/24/2006	JP1317056 11/09/2007	Japan
23.	Data Cartridge with Electrostatic Discharge Protection	CN200780002087.4 01/09/2007	CN101379452 03/04/2009	China
24.	Data Cartridge with Electrostatic Discharge Protection	EP07716463.0 01/09/2007	EP1971906 02/23/2011	Europe
25.	Data Cartridge with Electrostatic Discharge Protection	JP20080550369T 01/09/2007	5313691 07/12/2013	Japan
26.	Removable Cartridge Identification System	EP07105898.6 04/10/2007	EP1843345 10/10/2007	Europe
27.	Methods for Implementation of Data Formats on a Removable Disk Drive Storage System	EP08104687.2 07/09/2008	EP2017749 01/21/2009	Europe
28.	Methods for Implementation of Data Formats on a Removable Disk Drive Storage System	CN200810126872.7 07/10/2008	CN101625623 01/13/2010	China
29.	Virtual Removable Disk Device for Removable Storage Media	2011311836 04/06/2013	2011311836 08/13/2015	Australia
30.	Virtual Removable Disk Device for	201180056829.8 05/24/2013		China

	<b>Title</b>	<b>Non-US App. No. Filing Date</b>	<b>Non-US Pat. No. or Pub. No. Issue Date</b>	<b>Country</b>
	Removable Storage Media			
31.	Virtual Removable Disk Device for Removable Storage Media	11831716.3 03/28/2013		Europe
32.	Virtual Removable Disk Device for Removable Storage Media	2013-532993 04/05/2013	5917531 04/15/2016	Japan

**RDX Trademarks**

	<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>CLASS(ES)</b>	<b>APPL. NO FILING DATE</b>	<b>REG NO. ISSUE DATE</b>
1.	RDX	Australia	9	1051591 04/19/2005	1051591 11/28/2005
2.	RDXPRO	Australia	9	1078461 10/04/2005	1078461 04/18/2006
3.	RDXPRESS	Australia	9	1102603 03/08/2006	1102603 07/10/2006
4.		Brazil	9	828796629 10/16/2006	828796629 8/11/2009
5.	RDX	Canada		1288398 02/02/2006	TMA723417 09/11/2008
6.		China	9	4643019 05/08/2005	4643019 2/21/08
7.	RDXPRO	China	9	4934078 10/09/2005	4934078 9/7/2008
8.	RDXPRESS	China	9	5280511 04/11/2006	5280511 04/28/2009
9.	RDX	European Union	9	4395208 04/19/2005	4395208 02/28/2006
10.	RDXPRO	European Union	9	004665998 10/04/2005	4665998 07/27/2006
11.	RDXPRESS	European Union	9	004947479 03/08/2006	004947479 02/06/2007
12.	RDX	India	9	1352452 04/21/2005	1352452 03/25/2008
13.	RDXPRO	India	9	1394401 10/25/2005	1394401 01/22/2008
14.		Japan	9	2005-35672 04/21/2005	4912026 12/02/2005
15.	RDXPRO	Japan	9	2006-17023 02/27/2006	4958453 06/02/2006
16.	RDXPRESS	Japan	9	2006-27498 03/28/2006	4974625 07/28/2006
17.		Korea (South)	9	2006-13716 03/16/2006	40-0748097 05/28/2008
18.	RDXPRESS	Korea (South)	9	2006-13715 03/16/2006	40-689979 12/14/2006
19.	RDXPRO	Korea (South)	9	2006-13717	690809

	TRADEMARK	COUNTRY	CLASS(ES)	APPL. NO FILING DATE	REG NO. ISSUE DATE
				03/16/2006	12/21/2006
20.	RDX	Norway	9	200602425 03/08/2006	235202 09/29/2006
21.	RDXPRO	Norway	9	200602424 03/08/2006	235201 09/29/2006
22.	RDXPRESS	Norway	9	200602423 03/08/2006	235688 10/18/2006
23.	RDX	Taiwan	9	095006120 02/10/2006	01230617 10/01/2006
24.	RDXPRO	Taiwan	9	095006121 02/10/2006	01230618 10/01/2006
25.	RDXPRESS	Taiwan	9	095015503 03/29/2006	01243716 01/01/2007
26.	RDX	US	9	78/410281 04/29/2004	3118065 07/18/2006
27.	RDX +	US	9	86/506117 01/16/2015	

**RDX Domain Names**

rdxalliance.com	rdxalliance.org	rdx-backup.com	rdx-cartridge.com
rdxdatacartridge.com	rdxdatastorage.com	rdxdisk.com	rdxdiskstorage.com
rdxstorage.com	rdxstorage.org	rdx-storage.com	rdx-technology.com
rdxstoragesystems.com	rdxsystems.com	rdxtechnology.com	