

FORM PTO-1594 (Rev. 6-93)

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OMB No. 0651-0011 (exp. 4/94)



COVER SHEET NLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

8/11/98

Tab settings

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To the Honorable Commissk.

Please record the attached original documents or copy there of.

1. Name of conveying party(ies):

CommVault Systems, Inc. 2 Crescent Place, Bldg. B Oceanport, NJ 07757

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

2. Name and address of receiving party(ies)

Name: IBJ Schroder Business Credit Corporation

Internal Address:

Street Address: One State Street

City: New York State: NY ZIP: 10004

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 1,650,465, 1,834,360, 1,931,882, 2,138,317

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Adam B. Kaufman

Internal Address: Morrison Cohen Singer & Weinstein, LLP

Street Address: 750 Lexington Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 115.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/11/1998 39117H 00000000 1050485

DO NOT USE THIS SPACE

01 FC:481 40.00 OP, 02 FC:482 75.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Adam B. Kaufman Name of Person Signing

[Signature] Signature

August 10, 1998 Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK

REEL: 1772 FRAME: 0702

PATENT AND TRADEMARK SECURITY AGREEMENT

WHEREAS, COMMVAULT SYSTEMS, INC. ("Grantor"), a Delaware corporation, owns the patents, patent applications, trademarks and trademark applications listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and IBJ Schroder Business Credit Corporation ("Lender") are parties to that certain Revolving Credit and Security Agreement dated as of the date hereof (as the same may hereafter be amended, modified or supplemented, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lender; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted Lender a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or existing patents, patent applications, trademarks and trademark applications and the goodwill of the business symbolized by Grantor's patents and trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant to Lender a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent and Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each patent, trademark, patent and trademark registration and patent and trademark application, including, without limitation, the patents, trademarks, patent and trademark registrations (together with any reissues, continuations or extensions thereof) and patent and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each patent, trademark, patent and trademark registration and patent and trademark application; and
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for, present or future (a) infringement or dilution of any patent, patent registration, trademark or trademark registration including, without limitation, the patent, patent registrations, trademarks and trademark registrations referred to in Schedule 1 annexed hereto and the patent registrations issued with respect to the patent applications referred to in Schedule 1 or (b) injury to the goodwill associated with any patent, trademark, or patent or trademark registration.

This security interest is granted in conjunction with the security interests granted to Lender pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 21st day of July, 1998.


COMMVault SYSTEMS, INC.

By: 
Name: Robert Hammer
Title: Chairman and
Chief Executive Officer

ACKNOWLEDGMENT

STATE OF)
New Jersey) ss.
COUNTY OF)
Mormouth

On the 21 day of July, 1998 before me personally appeared Robert Hammer, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as an officer of CommVault Systems, Inc., who being by me duly sworn, did depose and say that he is the Chairman/CEO of CommVault Systems, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public
{Seal}

ROSALYN GIALLANZA
A Notary Public of New Jersey
My Commission Expires 02/05/2003

INTELLECTUAL PROPERTY

SCHEDULE 1

PATENTS

Federally Registered Patents	Patent Number
Method of Making a Back Up Copy of a Memory Over a Plurality of Copying Session (US)	5,642,496
Incremental Computer File Back Up Using Signatures (US)	5,559,991

PATENT APPLICATIONS

Patent Applications Pending	Patent Application Number
Computer Memory Locking Arrangement (Europe)	94307646.2
Incremental Computer File Back Up Using Signatures (Europe)	92309778.6
Incremental Computer File Back Up Using Signatures (Japan)	315630/1992
Computer Memory Back Up Arrangement (Japan)	251626/1994
High Speed Data Transfer (Data Pipe) (US)	60/063.831

TRADEMARKS

Registered Trademarks	Registration Number
CommVault	1,650,465
PC Vault	1,834,360
DB Vault	1,931,882
CommVault Systems and Design	2,138,317

TRADEMARK APPLICATIONS

None.

TRADEMARK