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U.S. Patent & TMO/ TM Mail Rent Dr #11

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

06-27-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



101390630

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other

Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

1650465

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

06/25/2000 JJALLAN2 00000017 1650465

FOR OFFICE USE ONLY

01 FD-461  
08 FD-462

40.00 OP  
75.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503 See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002092 FRAME: 0596

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

732-741-3900

Name

Joseph Agostino

Address (line 1)

Giordano, Halleran & Ciesla, P.C.

Address (line 2)

125 Half Mile Road, P.O. Box 190

Address (line 3)

Middletown, NJ 07748

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**


1650465	1834360	1931882
2138317		

**Number of Properties**

Enter the total number of properties involved.

#

4

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

115.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**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. Charges to deposit account are authorized, as indicated herein.

Joseph Agostino

Name of Person Signing

*Joseph Agostino*

Signature

5/26/00

Date Signed

**RECORDATION FORM COVER SHEET  
TRADEMARK**

Conveyance Type

Other: Corrected Recordal Form Cover Sheet for previously filed Recordation Form Cover Sheet, Reel 1772, Frame 0702.

MRD

FORM PTO-1594 (Rev. 6-93) 8-11-98

08-12-1998



COVER SHEET NLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

8/11/98

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

Tab settings 0000

100792045

To the Honorable Commissioner

Please record the attached original documents or copy them if.

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

2. Name and address of receiving party(ies)

Name: IBI 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

3. Nature of conveyance:

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

Execution Date:

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 14:07 00000000 100792045

DO NOT USE THIS SPACE

01 FCI 40.00 DP, 02 FCI 75.00 DP

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

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.

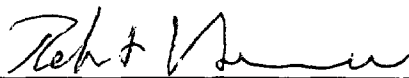
**THIS IS A CERTIFIED TRUE  
COPY OF THE ORIGINAL**

**Attorney at Law of the  
State of New Jersey**

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 21<sup>st</sup> day of July, 1998.

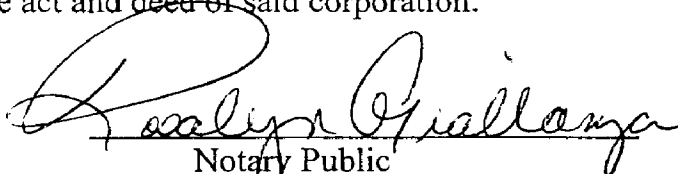
COMMVAULT SYSTEMS, INC.

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

ACKNOWLEDGMENT

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

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**

<b>Federally Registered Patents</b>	<b>Patent Number</b>
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**

<b>Patent Applications Pending</b>	<b>Patent Application Number</b>
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**

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

**TRADEMARK APPLICATIONS**

None.