

RE

07-08-2008

U.S. DEPARTMENT OF

United States Patent and Trademark Office



To the Director of the U.S. Patent and

documents or the new address (es) below.

1. Name of conveying party(ies):

SILICON VALLEY BANK

103512495

Receiving party(ies):

Documents or conveying parties attached? ☐ Yes ☒ No

Name: Commvault Systems, Inc.

Internal Address

Street Address: 2 Crescent Place

City: Oceanport

State: NJ

Country: USA

Zip: 07757

☐ Individual(s)

☐ Association

☐ General Partnership

☐ Limited Partnership

☒ Corporation-State

☐ Other

Additional name(s) of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/ Execution Date(s):

Execution Date(s): June 26, 2008

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other : Release

☐ Association Citizenship

☐ General Partnership Citizenship

☐ Limited Partnership Citizenship

☒ Corporation Citizenship

☐ Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark:

A. Trademark Application No.(s)

76443422

B. Trademark Registration No.(s)

1650465 2646262

1834360 2675884

1931882

2138317

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Additional sheets attached? ☐ Yes ☒ No

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

Name: Silicon Valley Bank

Internal Address: HF154

Street Address: 3003 Tasman Drive

City: Santa Clara State: CA ZIP: 95054

Phone Number: (408) 919-0310

Fax Number: (408) 654-6313

Email Address: svaldivia@svb.com

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 2.6 (b)(6) & 3.41): \$ 190.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers

Expiration Date

07/07/2008 07/07/2008

00000138 76443422

b. Deposit Account Number

Authorized User Name

40.00 OP

150.00 OP

9. Signature.

Signature

June 26, 2008

Date

Susana Valdivia

Name of Person Signing


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

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN TRADEMARKS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Commvault Systems, Inc.** ("Assignor") in the trademarked works set forth in that certain **Intellectual Property And Security Agreement** dated, January 27, 2003, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on March 8, 2006, Reel 3263 Frame 0008.

Date: **June 26, 2008**

SILICON VALLEY BANK

By: 
Name: **Romil Randhawa**
Title: **Operations Department Manager**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 22, 2003 by and between SILICON VALLEY BANK ("Bank") and COMMVAULT SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank 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 Bank and Grantor of even date herewith (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Schedules A, B, and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

[SIGNATURES BEGIN ON NEXT PAGE]

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


GRANTOR:

Address of Grantor:

COMMVAULT SYSTEMS, INC.

2 Crescent Place
Oceanport, New Jersey 07757-0900

Attn: _____

By: 
Name: Louis F. Miceli
Title: CFO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

By: _____
Name:
Title:

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

GRANTOR:

Address of Grantor:

COMMVAULT SYSTEMS, INC.

2 Crescent Place
Oceanport, New Jersey 07757-0900
Attn: _____

By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191
Attn: _____


By: 
Name: Joseph Flynn
Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

80
81
82
83
84

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

See **Attachment 1**

85
86
87
88
89

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

See **Attachment 2**

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PATENT APPLICATIONS FOR COMMVAULT SYSTEMS, INC.

Title	BRMFS Ref. No.	Patent or Serial No.	Status	Description
Method of making a backup copy of a memory over a plurality of copying sessions	4982/2 US	Patent No. 5,642,496 ✓	Issued	Generally relates to a system and method for making a backup copy of a memory such that a particular segment or slice of the memory is copied during one of a number of backup sessions. A full backup of the memory is completed during the last one of the backup sessions in which the sessions are separated in time from one another by a predetermined duration.
Computer Memory Backup Arrangement	4982/2 EP	Patent No. 0645709	Issued	Same as 4982/2 US
Computer Memory Backup Arrangement	4982/2 DE	Patent No. 0645709	Issued	Same as 4982/2 US
Computer Memory Backup Arrangement	4982/2 FR	Patent No. 0645709	Issued	Same as 4982/2 US
Computer Memory Backup Arrangement	4982/2 ES	Patent No. 0645709	Issued	Same as 4982/2 US
Computer Memory Backup Arrangement	4982/2 IT	Patent No. 0645709	Issued	Same as 4982/2 US
Computer Memory Backup Arrangement	4982/2 GB	Patent No. 0645709	Issued	Same as 4982/2 US
Incremental Computer File Backup Using Check Words	4982/3 US	Patent No. 5,559,991 ✓	Issued	Generally relates to a system and method for storing in a backup memory only those blocks of a file or disk partition which differ from corresponding blocks forming an earlier version of the file.
Incremental Computer File Backup Using Check Words	4982/3 EP	Patent No. 0541281	National Phase	Same as 4982/3 US
Incremental Computer File Backup Using Check Words	4982/3 FR	Patent No. 0541281	Issued	Same as 4982/3 US
Incremental Computer File Backup Using Check Words	4982/3 JP	Patent No. 2868678	Issued	Same as 4982/3 US
Modular Backup and Retrieval System Words	4982/4 US	Serial No. 09/354,063	Pending	Generally relates to a modular backup and retrieval system. The software modules making up the backup and retrieval system run independently and can run either on the same computing device or different computing devices.
Modular Backup and Retrieval System Words	4982/4 WO	Serial No. PCT/US00/19329	Published	Same as 4982/4 US
Hierarchical Backup and Retrieval System	4982/5 US	Serial No. 09/354,058	Pending	Generally relates to a backup and retrieval system for a network computing system comprising a plurality of network devices storing data and a plurality of backup cells. The backup cells comprise a backup device and a management component with each backup cell able to be controlled by the management component of another backup cell.
Hierarchical Backup and Retrieval System	4982/5 WO	Serial No. PCT/US00/19324	Published	Same as 4982/5 US

Pipelined High Speed Data Transfer ✓	4982/6 US	Serial No. 09/038,440	Issued	Generally relates to a communication system having an origination device and a destination storage device and a data transfer pipeline apparatus for transferring data in a sequence of N stages. The data transfer apparatus comprises a dedicated memory means having a predetermined number of buffers for carrying data associated with the transfer of data from the originating device to the destination storage device.
High Speed Data Transfer Mechanism	4982/7 US	Serial No. 09/495,751	Pending	Generally relates to a storage and data management system that establishes a data transfer pipeline between an application and a storage media using a source data mover and a destination data mover. The data movers are modular software entities which comprehend the differences between operating systems and media types.
High Speed Data Transfer Mechanism	4982/7 WO	Serial No. PCT/US01/02931	Published	Same as 4982/7 US
Modular Backup and Retrieval System Used In Conjunction With A Storage Area Network	4982/8 US	Serial No. 09/610,738	Pending	Generally relates to a modular computer storage system and method for managing and directing data archiving functions, which is scalable and comprehends various storage media as well as diverse operating systems on a plurality of client devices. The system may also work in conjunction with a Storage Area Network.
Modular Backup and Retrieval System Used In Conjunction With A Storage Area Network	4982/8 WO	Serial No. PCT/US00/19364	Published	Same as 4982/8 US
Modular Backup and Retrieval System With An Integrated Storage Area Filing System	4982/9 US	Serial No. 09/607,977	Pending	Generally relates to a storage system having a computing device for storing information in the storage system. The computing device includes a management component that directs the storing of information in the storage system, and at least one client component operating on at least one other computing device. The management component coordinates storage of information by interaction with the at least one client component.
Modular Backup and Retrieval System Used In Conjunction With A Storage Area Network	4982/9 WO	Serial No. PCT/US00/19363	Published	Same as 4982/9 US
Logical View and Access to Physical Storage in Modular Data and Storage Management System	4982/10 US	Serial No. 09/744,268	Pending	Generally relates to a storage system having a processor that supports operation of at least one software application in order to store selected data, at least one storage media for storing the selected data, a plurality of storage policies each having particular guidelines to determine how the data is to be stored, and a storage control to determine which storage policy to use.
Modular Backup and Retrieval System Used In Conjunction With A Storage Area Network	4982/10 PCT	Serial No. PCT/US01/03183	Published	Same as 4982/10 US
Logical View with Granular Access to Exchange Data Managed By a Modular Data and Storage Management System	4982/11 US	Serial No. 09/744,302	Pending	Generally relates to a modular data and storage management system. The system includes a time variance interface that provides for storage into a storage media of data that is received over time. The time variance interface provides for retrieval from the storage media of an indication of the data corresponding to a user specified date. The retrieved indication of the data provides a user with the option to access specific information relative to the data such as the content of the files that are included in the data.

Logical View with Granular Access to Exchange Data Managed By a Modular Data and Storage Management System	4982/11 WO	Serial No. PCT/US01/03088	Published	Same as 4982/11 US
Application Specific Rollback in a Computer System	4982/12 US	Serial No. 09/876,289 ✓	Pending	
Logical View and Access to Data and Storage Management System	4982/13 US	Serial No. 09/774,301 ✓	Pending	Generally relates to a storage management system including a software module for retrieving data from a plurality of storage media, and a storage and backup map is included that indicates to the retrieval module the particular location of the data that is to be retrieved.
Logical View and Access to Data and Storage Management System	4982/13 WO	Serial No. PCT/US01/03209	Published	Same as 4982/13 US
Storage Management Across Multiple Time Zones	4982/14 US	Serial No. 09/877,592	Pending	
Email Attachment Management in a Computer System	4982/15 US	Serial No. 09/744,272	Pending	
Storage of Application Specific Profiles Correlating to Document Versions	4982/16 US	Serial No. 09/882,438	Pending	
Dynamic Storage Device Pooling in a Computer System	4982/18PR OV	Serial No. 60/409,183	Pending	
Application Specific Object Archiving and Retrieval System	4982/19	Serial No. 10/260,209	Pending	
Application Specific Object Archiving and Retrieval System	4982/19 PCT	Serial No. PCT/US02/31205 ✓	Pending	
Method for Managing Snapshots Generated by an Operating System or Other Application	4982/20	Serial No. 10/262,556	Pending	
Method for Managing Snapshots Generated by an Operating System or Other Application	4982/20 PCT	Serial No. PCT/US02/31206	Pending	
Selective Data Replication System and Method	4982/21	Serial No. to be assigned	Pending	
Selective Data Replication System and Method	4982/21PC T	Serial No. PCT/US02/37838	Pending	
Method and System for Scheduling Media Exports	4982/23US	Serial No. 09/991,900 ✓	Pending	
Method and System for Scheduling Media Exports	4982/23 PCT	Serial No. PCT/US02/37693	Pending	
Combined Stream Auxiliary Copy System and Method	4982/26 PROV	Serial No. 60/411,202 ✓	Pending	
System and Method for Blind Media Support	4982/27 PROV	Serial No. 60/411,267	Pending	
System and Method for Mounting Quick Recovery Volumes	4982/28 PROV	Serial No. 60/416,717 ✓	Pending	
System and Method for Performing Storage Operations Using Quick Recovery Volumes	4982/29 PROV	Serial No. 60/416,699	Pending	
Computer Storage Management System and Method	4982/30 PROV	Serial No. 60/416,476	Pending	