

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Storwize, Inc.		03/23/2009	CORPORATION: DELAWARE
Storwize Ltd.		03/23/2009	COMPANY: ISRAEL

**RECEIVING PARTY DATA**

Name:	Kreos Capital III Limited
Street Address:	47 Esplanade
City:	St. Helier
State/Country:	JERSEY
Postal Code:	JE 1 0BD
Entity Type:	COMPANY: JERSEY

Name:	Silicon Valley Bank
Street Address:	3003 Tasman Drive
City:	Santa Clara
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Bank: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78666324	STOREWIZ

**CORRESPONDENCE DATA**

Fax Number: (703)415-1557  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 703-415-1555  
 Email: mail@specializedpatent.com  
 Correspondent Name: Christopher E. Kondracki  
 Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

CH \$40.00 78666324

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:

9040801

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Christopher E. Kondracki

Signature:

/Christopher E. Kondracki/

Date:

04/13/2009

Total Attachments: 10

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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated March 23, 2009, is made by and among (i) **Storwize, Inc.**, a Delaware corporation (“**Storwize, Inc.**”), **Storz Ltd.**, a company incorporated in Israel under registered number 513563353, whose registered office is at 11 Ha'atelef Street, Yehud 56216, Israel (“**Storz Ltd.**”; Storwize, Inc. and Storwize Ltd. are referred to herein individually and collectively, jointly and severally, as the “**Grantors**”) and (ii) Kreos Capital III Limited, a company incorporated in Jersey under registered number 05981165 whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD (“**Kreos**”) and **Silicon Valley Bank**, a California corporation, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 (“**SVB**”, Kreos and SVB are each a “**Lender**” and, collectively, the “**Lenders**”, which expression shall include their respective successors and assigns).

WHEREAS, the Lenders and Storwize Ltd. have entered into that certain Agreement for the Provision of a Loan Facility dated March 23, 2009 (the “**Loan Agreement**”); and

WHEREAS, Lenders and Storwize, Inc. have entered into that certain Guaranty Agreement dated March 23, 2009 (the “**Guaranty Agreement**”) whereby Storwize, Inc. has undertaken to guarantee the liabilities of Storwize Ltd. under the Loan Agreement and that certain Security Agreement dated March 23, 2009 (the “**Security Agreement**”) whereby Storwize, Inc. has secured its obligations under the Guaranty Agreement; and

WHEREAS, Grantors have agreed, among other things, to grant a security interest in the Collateral (as defined below) and to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities on certain intellectual property owned by the Grantors throughout the term of this IP Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors agree as follows:

Section 1. Grant of Security. Subject to the provisions of the Loan Agreement and the Security Agreement, Grantors hereby grant to the Lenders a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications, including but not limited to the patents and patent applications set forth in Schedule A hereto 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 trademarks, service marks, trade names and domain names, including but not limited to the registrations and applications therefor set forth in Schedule A hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefor set forth in Schedule A (the “**Copyrights**”) currently owned by the Grantors or which shall be owned in the future by the Grantors (the “**Collateral**”). Schedule A shall be deemed to be automatically updated, and the Grantors shall promptly file amendments to Schedule A with the U.S. Patent and Trademark

Office, upon the application for or acquisition of any new Patents or Trademarks in the United States and with the United States Copyright Office upon the application for or acquisition of any new registrations for Copyrights.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the payment of all money and liabilities owed or incurred by Grantors now or hereafter existing under or in respect of the Loan Agreement and the Guaranty Agreement (the “**Secured Obligations**”).

Section 4. Recordation. Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 5. Power of Attorney. In the event that the Lenders are permitted to receive the Collateral under the Loan Agreement or the Security Agreement, Grantor hereby grants to the Lenders a power of attorney to inspect, take all necessary or desired action, and prosecute any Patents, Trademarks, Copyrights or applications for any of the foregoing that may be included in the Collateral.

Section 6. Right to Request Information. The Lenders shall have the right to request, and the Grantors shall promptly provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement, the Security Agreement and the Security Documents (as defined in the Loan Agreement). The Grantors do hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lenders with respect to the Collateral are more fully set forth in the Loan Agreement, the Security Agreement and the Security Documents (as defined in the Loan Agreement) and in the event of any contradiction between this IP Security Agreement and the Loan Agreement, the Security Agreement and the Security Documents (as defined in the Loan Agreement), the provisions of the Loan Agreement, the Security Agreement and the Security Documents (as defined in the Loan Agreement) will prevail.

Section 8. Definitions. Unless otherwise defined herein, all capitalized terms used in this IP Security Agreement that are defined in the Loan Agreement (including those terms incorporated by reference) shall have the respective meanings assigned to them in the Loan Agreement

Section 9. Governing Law; Forum for Dispute Resolution. California law governs this U.S. Intellectual Property Security Agreement without regard to principles of conflicts of law. Debtor accepts jurisdiction of the courts and venue in Santa Clara County, California. NOTWITHSTANDING THE FOREGOING, THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE GRANTORS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH THE LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR TO OTHERWISE ENFORCE THE LENDERS' RIGHTS AGAINST THE

GRANTORS OR THEIR PROPERTY, INCLUDING THE COURTS OF THE STATE OF ISRAEL. THE GRANTORS AND THE LENDERS EACH WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT, THE LOAN AGREEMENT, THE SECURITY AGREEMENT OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL.

Section 10. Termination. This IP Security Agreement and the security interest granted hereunder to the Lenders shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination, the Lenders shall execute all documents necessary to remove the security interest granted thereto by the Grantors hereunder.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantors and the Lenders have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STORWIZE, INC.

By: Gali

Name: Gal Naor

Title: CEO

STORWIZE LTD.

By: Gali

Name: Gal Naor

Title: CEO

KREOS CAPITAL III LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 003969 FRAME: 0058

IN WITNESS WHEREOF, the Grantors and the Lenders have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STORWIZE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STORWIZE LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL III LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantors and the Lenders have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STORWIZE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STORWIZE LTD.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

KREOS CAPITAL III LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SILICON VALLEY BANK

By: SK

Name: Samir Kaji

Title: Deal Team Leader



**SCHEDULE A  
THE INTELLECTUAL PROPERTY**

**Issued Patents**

<u>Patent #</u>	<u>Owned By</u>	<u>Country</u>	<u>Title</u>
US-2008-0313371	Storwize Inc.	US	Method and system for compression of data for block mode access storage

<u>Patent Application #</u>	<u>Country</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Title</u>
12/302,643	U. S. A.	31-May-07	Storwize Ltd.	Method and System for Transformation of Logical Data Objects for Storage - (Client Case: encryption)
12/302,625	U. S. A.	31-May-07	Storwize Ltd.	Method and System for Transformation of Logical Data Objects for Storage - (Client Case: instant storage)
12/302,616	U. S. A.	31-May-07	Storwize Ltd.	Method and System for Transformation of Logical Data Objects for Storage - (Client Case: compression / encryption)
12/302,592	U. S. A.	31-May-07	Storwize Ltd.	Method and system for transformation of logical data objects for storage - (Client Case: CDP)
12/302,584	U. S. A.	31-May-07	Storwize Ltd.	Method and System for Transformation of Logical Data Objects for Storage - (Client Case: compression)
11/401,424	U. S. A.	11-Apr-06	Storewiz Inc.	Method and System for Compression of Data for Block Mode Access Storage
12/194,678	U. S. A.	20-Aug-08	Storewiz Inc.	Method and System for Compression of Data for Block Mode Access Storage

**Issued Trademarks**

**.1 STOREWIZ**

<u>Country</u>	<u>App. No.</u>	<u>Filed</u>	<u>Trademark No.</u>	<u>Date of Grant</u>	<u>Next Renewal</u>
U. S. A.	78666324	08/07/2005	3,224,040	03/04/2007	03/APR/2017

**Trademarks Applications:**

<u>Application #</u>	<u>Filing Date</u>	<u>Owned By</u>	<u>Class</u>	<u>Mark</u>	<u>Country</u>
	March 13, 2008	Storwize Inc		Storwize Inc.	U.S.A

**Domain names:**

PARTNERWIZE.COM  
STORWIZE.COM  
PARTNERWIZE.INFO  
MANGEWIZE.NET  
STORWIZE.ORG  
STOREWIZE.ORG  
COMPRESSWIZE.COM  
SECUREWIZE.INFO  
SECUREWIZE.NET  
SECUREWIZE.COM  
STORWIZE.INFO  
STOREWIZE.INFO  
COMPRESSWIZE.ORG  
STORWIZE.NET  
STORWIZE.NAME  
STOREWIZE.NET  
MANGEWIZE.ORG  
STORWIZE.BIZ  
MANGEWIZE.COM  
COMPRESSWIZE.INFO  
ONLINECOMPRESSION.COM  
REALTIME-COMPRESSION.COM  
TRANSPARENTDATACOMPRESSION.COM  
T1-COMPRESSION.COM  
STN-7000.COM  
STORAGECOMPRESSION.COM  
TRANSPARENT-COMPRESSION.COM  
PREDISAVE.COM  
STN-5000.COM  
STORAGE-COMPRESSION.COM  
ONLINE-COMPRESSION.COM  
TRANSPARENTCOMPRESSION.COM  
PRIMARY-COMPRESSION.COM  
STN-5500.COM  
ONLINE-DATA-COMPRESSION.COM  
REALTIMECOMPRESSION.COM  
TRANSPARENTDATA-  
COMPRESSION.COM  
PRIMARYDATA-COMPRESSION.COM  
STN-6000.COM  
EXPAND-STORAGE.COM  
BIGGER-SAN.COM  
LARGER-NAS.COM  
MAX-STROAGE-SPACE.COM  
NFS-COMPRESS.COM  
COMPRESS-NAS.COM  
FIBRECHANNEL-COMPRESS.COM

NAS-COMPRESS.COM  
COMPRESS-DISK.COM  
ISCSI-COMPRESS.COM  
COMPRESSION-FILER.COM  
DISK-COMPRESS.COM  
LARGER-STORAGE.COM  
ENLARGE-STORAGE.COM  
USE-COMPRESSION.COM  
LARGER-SAN.COM  
COMPRESSION-APPLIANCE.COM  
COMPRESS-SAN.COM  
REAL-COMPRESSION.COM  
SAN-COMPRESS.COM  
EMCOMPRESS.COM  
FC-COMPRESS.COM  
MUST-COMPRESS.COM  
STORAGE-COMPRESS.COM  
SMALLER-FILE.COM  
COMPRESS-APP.COM  
BIGGER-NAS.COM  
FREE-YOUR-DISK.COM  
COMPRESS-NOW.COM  
LARGER-DISK.COM  
EMCOMPRESS.COM  
THE-COMPRESSION.COM  
SAVE-YOUR-STORAGE.COM  
FREEMY-FILER.COM  
ENLARGE-DISK.COM  
SAVE-MORE-SPACE.COM  
LARGE-FILER.COM  
FREE-FC.COM  
COMPRESS-FILER.COM  
CIFS-COMPRESS.COM  
FIBRE-CHANNELCOMPRESS.COM  
COMPRESS-STORAGE.COM  
COMPRESSED-FILER.COM  
TRANSPARENT-COMPRESSION.COM  
COMPRESS-TODAY.COM  
CMP-APP.COM  
THIS-IS-COMPRESSION.COM  
FREE-YOUR-STORAGE.COM  
ENLARGE-FILER.COM  
FREEMY-STORAGE.COM  
SHRINK-MY-DATA.COM  
FCCOMPRESS.COM  
EXPANDSTORAGE.COM  
BIGGERNAS.COM  
COMPRESSSAN.COM  
CMPAPP.COM  
CIFSCOMPRESS.COM

DISKCOMPRESS.COM  
LARGERDISK.COM  
FREEMYFILER.COM  
COMPRESSAPP.COM  
COMPRESSNOW.COM  
ENLARGEDISK.COM  
FREEMYSTORAGE.COM  
COMPRESSNAS.COM  
COMPRESSIONFILER.COM  
ISCSICOMPRESS.COM  
COMPRESSSTORAGE.COM  
COMPRESSEDFILER.COM  
FREEYOURSTORAGE.COM  
ENLARGEFILER.COM  
COMPRESSFILER.COM  
ENLARGESTORAGE.COM  
BIGGERSAN.COM  
FREEFC.COM  
FIBRECHANNELCOMPRESS.COM  
COMPRESSDISK.COM  
COMPRESSIONAPPLIANCE.COM  
COMPRESSTODAY.COM  
FREEYOURDISK.COM  
LARGEFILER.COM  
STORAGECOMPRESS.COM  
SMALLERFILE.COM  
REALCOMPRESSION.COM  
NASCOMPRESS.COM  
SAVEYOURSTORAGE.COM  
USECOMPRESSION.COM  
SAVEMORESPACE.COM  
THISISCOMPRESSION.COM  
LARGERNAS.COM  
MAXSTROAGESPACE.COM  
SANCOMPRESS.COM  
TANSPARENTCOMPRESSION.COM  
MUSTCOMPRESS.COM  
LARGERSAN.COM  
NFSCOMPRESS.COM  
THECOMPRESSION.COM  
SHRINKMYDATA.COM