

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
Dataupia Corporation		09/30/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
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: 5			
Property Type	Number	Word Mark	
Registration Number:	3428627	DATAUPIA	
Registration Number:	3454390	RECORD OPTIMIZED STORAGE	
Registration Number:	3446289	OMNIVERSAL TRANSPARENCY	
Registration Number:	3446091	FREE YOUR DATA	
Serial Number:	77316605	DATAUPIA SATORI SERVER	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	9100809		

CH \$140.00 3428627

900146424

**TRADEMARK
 REEL: 004087 FRAME: 0018**

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	10/28/2009
<p>Total Attachments: 11 source=Dataupia#page1.tif source=Dataupia#page2.tif source=Dataupia#page3.tif source=Dataupia#page4.tif source=Dataupia#page5.tif source=Dataupia#page6.tif source=Dataupia#page7.tif source=Dataupia#page8.tif source=Dataupia#page9.tif source=Dataupia#page10.tif source=Dataupia#page11.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 30, 2009 by and between SILICON VALLEY BANK ("Bank") and DATAUPIA 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 dated January 16, 2007, (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, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Notwithstanding 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

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.

[Signature page follows.]

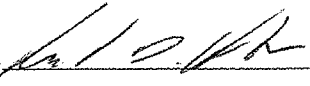
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

DATAUPIA CORPORATION

One Alewife Center, 4th Floor
Cambridge, Massachusetts 02140

By: 

Attn: Jeffrey Cooper

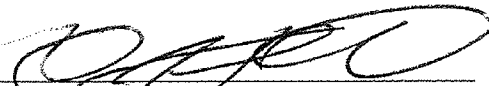
Title: Chairman and CEO

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: 

Attn: _____

Title: VP

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

N/A

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

Issued:

- None -

Applied for:

- see attached -

Backlit Faceplate for Computer Cabinet (DAT-001)

The present invention relates to housings for computers and other data appliances and, in particular, to exploitation of otherwise unused cabinet portions. A design patent for the ornamental design for a backlit faceplate for computer cabinet was awarded to Dataupia.

Network-Attached Storage Devices (DAT-002)

This application claims priority to and the benefits of U.S. provisional patent application serial number 60/930,074, filed on May 14, 2007, the entire disclosure of which is incorporated herein by reference. One way to obtain improved database performance while lowering overall storage costs is to facilitate the expansion of the entire data storage system (e.g., adding NASs and or hosts) and the reallocation of data without requiring users or applications to change how or where they look for data, and without the need for specialized hardware. One embodiment of the invention integrates network-attached database storage appliances with relational database management systems such that information can be added to, deleted from, and/or moved among one or more DBMSs and NASs without requiring any changes to or impacting the DBMS or applications. The invention further allows the expansion of an entire data storage solution with minimal or no interruption of service and in a manner completely transparent to the applications being serviced.

Allocation and Redistribution of Data Among Storage Devices (DAT-003)

This application claims priority to and the benefits of U.S. provisional patent application serial number 60/930,103, filed on May 14, 2007, the entire disclosure of which is incorporated herein by reference. The present invention facilitates the distribution and reallocation of data records among a set of storage devices. More specifically, using the techniques described herein, records can be written to and moved among multiple storage devices in a manner that balances processing loads among the devices,

compensates when devices are sent offline, and redistributes data when new devices are brought online.

Portable Database Storage Appliance (DAT-004)

This application claims priority to and the benefits of U.S. provisional patent application serial number 60/930,097, filed on May 14, 2007, the entire disclosure of which is incorporated herein by reference.

The invention provides an active data store (ADS) and a passive data store (PDS) that, when implemented as a network-attached database appliance, facilitates the separation of hardware, operating system software components and data.

N+1 Failover and Resynchronization of Distributed Data Stores (DAT-005)

Embodiments of the invention provide methods and systems for implementing redundancy schemes across an array of MPP nodes. Reciprocal data storage protection is combined with "N+1" hardware provisioning and on-demand resynchronization to guarantee full data availability without impairing performance.

Trie-based Vertical Storage (DAT-006)

Using a data structure called a TRIE to organize data based on common roots and being able to retrieve the data accordingly from a vertically organized database.

Trie-based HTREES (DAT-007)

Uses data organization based on a TRIE based vertical storage scheme, creating an Modified Hilbert Tree Index as a separate record that represents data in a particular block. By comparing portions of a where clause to the top-level entries, entire blocks can be ignored as potential locations for requested records.

Bloom-based HTREES(DAT-008)

Applying a Bloom filter to each record within a block results in a "fingerprint" of 0's and 1's for the block, which may be used to compare to a vector of 0's and 1's resulting from

applying the Bloom filter. This mechanism can be used to optimize specific restrictions such as exact matches or IN list operations.

Redistribution(DAT-009)

Extending upon DAT-003, this is a mechanism to allow dynamic querying while data is being redistributed among nodes in a transaction consistent manner.

Code Generation (DAT-010)

Using a library of stored templates of pre-written code with "stencils" that accept query-specific parameters, or other nested stencils. The templates are compiled into executable code that executes the queries in a highly optimized manner.

Planner Parser Optimizer (DAT-011)

Process for planning and processing of queries involving the redistribution of records across nodes using a method of minimum cost.

Correlated Sub Queries (DAT-012)

Techniques for executing decorrelation of queries having certain characteristics that were previously thought to be un-executable by the process of decorrelation.

Multiply Distributed Tables (DAT-013)

A mechanism for storing multiple copies of table data, each copy being distributed using a different algorithm. All representations will be maintained in transaction consistent state and the query optimizer or planner will have the flexibility to choose the best one for the query at hand.

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

- See attached -

Exhibit C - Details

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1 78882455	3428627	DATAUPIA	TARR	LIVE
2 77316605		DATAUPIA SATORI SERVER	TARR	LIVE
3 77030503	3454390	RECORD OPTIMIZED STORAGE	TARR	LIVE
4 77208806	3446289	OMNIVERSAL TRANSPARENCY	TARR	LIVE
5 77122421	3446091	FREE YOUR DATA	TARR	LIVE

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

- None -

1165526.1