

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
NIRVANIX, INC.		01/17/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3963750	CLOUDNAS
Registration Number:	3590956	CLOUDNAS
Registration Number:	3835498	NIRVANIX
Registration Number:	3644898	NIRVANIX

CORRESPONDENCE DATA	
Fax Number:	4155911400
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	415-591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1 NIRVANIX, INC.
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CH \$115.00 3963750

NAME OF SUBMITTER:	JOHN D. FREDERICKS, ESQ.
Signature:	/JOHN D. FREDERICKS, ESQ./
Date:	01/22/2013
Total Attachments: 9 source=Nirvanix_IP Security Agreement (2)#page1.tif source=Nirvanix_IP Security Agreement (2)#page2.tif source=Nirvanix_IP Security Agreement (2)#page3.tif source=Nirvanix_IP Security Agreement (2)#page4.tif source=Nirvanix_IP Security Agreement (2)#page5.tif source=Nirvanix_IP Security Agreement (2)#page6.tif source=Nirvanix_IP Security Agreement (2)#page7.tif source=Nirvanix_IP Security Agreement (2)#page8.tif source=Nirvanix_IP Security Agreement (2)#page9.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of January 17, 2013 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and NIRVANIX, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is NIRVANIX, INC., and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and NIRVANIX, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of August 21, 2012 and that certain Restructure Agreement and Amendment dated as of January 17, 2013 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.


7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: NIRVANIX, INC.
Signature: 
Print Name: Marjorie Horton
Title: SVP & CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Nirvanix, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

<u>Application Serial Number</u>	<u>Title</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Status</u>
12/199,717	POLICY-BASED FILE MANAGEMENT FOR A STORAGE DELIVERY NETWORK	Nirvanix, Inc.	United States	Issued 11/20/2012 Patent 8315999
12/199,727	METHOD AND SYSTEM FOR MOVING REQUESTED FILES FROM ONE STORAGE LOCATION TO ANOTHER	Nirvanix, Inc.	United States	Issued 12/11/2012 Patent 8332375
12/200,836	LOAD BASED FILE ALLOCATION AMONG A PLURALITY OF STORAGE DEVICES	Nirvanix, Inc.	United States	Issued 9/18/2012 Patent 8271992

PATENT APPLICATIONS

<u>Application Serial Number</u>	<u>Title</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Status</u>
12/199,708	FILING SYSTEM AND METHOD FOR DATA FILES STORED IN A DISTRIBUTED COMMUNICATIONS NETWORK	Nirvanix, Inc.	United States	In progress
12/200,718	METHOD AND SYSTEM FOR DETERMINING AN OPTIMALLY LOCATED STORAGE NODE IN A COMMUNICATIONS NETWORK	Nirvanix, Inc.	United States	In progress
12/200,533	METHOD AND SYSTEM FOR EFFICIENTLY STORING DATA FILES	Nirvanix, Inc.	United States	In progress
12/200,755	GLOBAL LOAD BASED FILE ALLOCATION AMONG A PLURALITY OF GEOGRAPHICALLY DISTRIBUTED STORAGE NODES	Nirvanix, Inc.	United States	In progress
12/200,800	METHOD AND SYSTEM FOR GLOBAL USAGE BASED FILE LOCATION MANIPULATION	Nirvanix, Inc.	United States	In progress

12/569,579	CLIENT APPLICATION PROGRAM INTERFACE FOR NETWORK-ATTACHED STORAGE SYSTEM	Nirvanix, Inc.	United States	In progress
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SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Nirvanix, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

TRADEMARK	COUNTRY	APPLN. NO./ FILING DATE	REG NO./ ISSUE DATE
<u>CLOUDNAS</u>	U.S.	77/881,032 November 25, 2009	3,963,750 May 17, 2011
<u>CLOUDNAS</u>	U.S.	77/543,578 August 11, 2008	3,590,956 March 17, 2009
<u>NIRVANIX (Parent)</u>	U.S.	77/196,603 June 4, 2007	3835498 August 17, 2010
<u>NIRVANIX (Child)</u>	U.S.	77/977, 218 June 4, 2007	3,644,898 June 23, 2009
<u>CLOUDNAS</u>	CTM	9128811 May 25, 2010	9128811 November 8, 2010
<u>NIRVANIX</u>	CTM	6485321 December 4, 2007	6485321 June 17, 2009

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
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There are no outstanding trademark applications.

The Company also uses the following unregistered trademarks:

- CloudComplete™
- Cloud File System™
- Cloud Now™
- Cloud Sideload™
- Cloud Storage Network™
- Deep Cloud Archive™
- hNode™
- Management Portal™
- One Click to the Cloud™
- Storage Delivery Network™
- White Glove Data Transfer™

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Nirvanix, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
There are no copyright registrations.			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
There are no outstanding copyright applications.		