

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.		08/08/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC AS COLLATERAL AGENT
Street Address:	2755 SAND HILL ROAD, SUITE 150
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)
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CH \$115.00 3963750

NAME OF SUBMITTER:	LOREN KESSLER HIGGINS, ESQ.
Signature:	/LOREN KESSLER HIGGINS, ESQ./
Date:	08/13/2013
Total Attachments: 9 source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page1.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page2.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page3.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page4.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page5.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page6.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page7.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page8.tif source=Nirvanix KV Intelletual_Property_Security_Agreement (2)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), is dated as of August 8, 2013, by NIRVANIX, INC., a Delaware corporation ("Grantor"), in favor of TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, and in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement (as defined below).

Grantor, Collateral Agent and the Secured Parties have entered into (a) that certain Note Purchase Agreement of even date herewith by and among Grantor, Collateral Agent and the other Secured Parties, as such agreement may be amended from time to time (the "Purchase Agreement"), and (b) that certain Security Agreement of even date herewith by and among Grantor, Collateral Agent and the other Secured Parties, as such agreement may be amended from time to time (the "Security Agreement"). Pursuant to the Security Agreement, Grantor granted to Collateral Agent (for the benefit of Secured Parties) a lien on and a security interest in, among other property, all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights (as each such term is defined below).

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 hereto agree as follows:

1. DEFINED TERMS

As used in this Agreement, the following terms shall have the meanings set forth below:

"Copyright License" means any written agreement granting any right to use any Copyright or Copyright registration now in which agreement Grantor now holds or hereafter acquires any interest, whether as licensor or licensee.

"Copyrights" means all of the following now owned or acquired by Grantor or in which Grantor now holds or acquires any interest: (i) all copyrights and copyright rights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof, or of any other country, or pursuant to any convention or treaty; (ii) all registrations of, applications for registration, and recordings of any copyright rights in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country; (iii) all continuations, renewals or extensions of any copyrights and any registrations therefor; and (iv) any copyright registrations to be issued under any pending applications.

"Patent License" means any written agreement granting any right with respect to any invention on which a Patent is in existence or a Patent application is pending in which agreement Grantor now holds or acquires any interest, whether as licensor or licensee.

"Patents" means all of the following now owned or acquired by Grantor or in which Grantor now hold or acquire any interest: (a) all patents, or rights corresponding thereto, issued or registered in the United States or any other country, (b) all applications for patents, or rights corresponding thereto in, the United States or any other country; (c) all reissues, reexaminations, continuations, divisions, continuations-in-part, or extensions of the foregoing patents and/or applications; (c) all patents to be issued under any of the foregoing applications; and (d) all foreign counterparts of the foregoing patents and/or applications.

"Trademark License" means any written agreement granting any right to use any Trademark or Trademark registration in which agreement Grantor now holds or hereafter acquires any interest, whether as licensor or licensee.

"Trademarks" means all of the following property now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest: (a) all trademarks, trade names, corporate names, business names, trade

styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and (b) reissues, extensions or renewals thereof.

All other capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Security Agreement.

2. GRANT OF SECURITY INTEREST

Grantor hereby grants to Collateral Agent (for the benefit of Secured Parties), a lien upon and continuing security interest in all of Grantor's 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.

Grantor represents and warrants that **Schedules A, B, and C** attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. LOAN AGREEMENT

This security interest is granted to secure the Obligations.

4. RIGHT TO SUE

From and after an Event of Default, Collateral Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce Grantor's rights in the Intellectual Property Collateral. If Collateral Agent commences any such suit, Grantor shall, at Collateral Agent's request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Collateral Agent in such enforcement. Grantor shall promptly, upon demand, reimburse and indemnify Collateral Agent and each Secured Party for all of their respective costs and expenses, including reasonable attorney's fees, related to Collateral Agent's and Secured Party's exercise of the above mentioned rights.

5. FURTHER ASSURANCES

Grantor will from time to time execute, deliver and file, alone or with Collateral Agent, any security agreements, or other documents to perfect and give priority to Collateral Agent's lien on the Intellectual Property Collateral. Grantor will from time to time obtain any instruments or documents as Collateral Agent may request, and take all further action that may be reasonably necessary or desirable, or that Collateral Agent 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 Collateral Agent.

6. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by Grantor and the Collateral Agent and the Majority Lenders (as defined in the Agreement) Notwithstanding the foregoing however, Grantor hereby irrevocably appoints Collateral Agent (and any of Collateral Agent's designated officers, agents or employees) as Grantor's true and lawful attorney to modify, in Collateral Agent's sole discretion, this Agreement without first obtaining Grantor's 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 Grantor before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which Grantor no longer has or claims to have any right, title or interest. The appointment of Collateral Agent as Grantor's attorney in fact, and each and every one of Collateral Agent's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and Secured Parties' and Collateral Agent's obligation to provide credit extensions to Grantor is terminated.

7. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon Grantor and Grantor's respective successors and assigns as permitted under the Purchase Agreement, and shall inure to the benefit of Collateral Agent and Grantor's nominees and assigns.

Collateral Agent's rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, Security Agreement and the other Financing Documents, and those which are now or hereafter available to Collateral Agent and the Secured Parties as a matter of law or equity. Each of Collateral Agent's rights, powers and remedies provided for herein or in the Purchase Agreement, Security Agreement and the other Financing 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 Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, Purchase Agreement, Security Agreement and the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Collateral Agent, of any or all other rights, powers or remedies.

8. 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, Grantor has duly executed this Agreement as of the date first set forth above.

Grantor:

NIRVANIX, INC

Signature:



Print Name:

Debra J Okropak

Title:

CEO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Intellectual Property Security Agreement
Between Nirvanix, Inc., as Grantor
and TriplePoint Capital LLC, as Collateral Agent**

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

<u>Application Serial Number</u>	<u>Title</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Status</u>
12/569,579	CLIENT APPLICATION PROGRAM INTERFACE FOR NETWORK-ATTACHED STORAGE SYSTEM	Nirvanix, Inc.	United States	In progress
13/656,608	POLICY-BASED FILE MANAGEMENT FOR A STORAGE DELIVERY NETWORK	Nirvanix, Inc.	United States	In progress
12/569,579	CLIENT APPLICATION PROGRAM INTERFACE FOR NETWORK-ATTACHED STORAGE SYSTEM	Nirvanix, Inc.	United States	In progress
13/436,749	COUPLING A USER FILE NAME WITH A PHYSICAL DATA FILE STORED IN A STORAGE DELIVERY NETWORK	Nirvanix, Inc.	United States	In progress

SCHEDULE B

**To Intellectual Property Security Agreement
Between Nirvanix, Inc., as Grantor
and TriplePoint Capital LLC, as Collateral Agent**

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</u> (Parent)	U.S.	77/196,603 June 4, 2007	3835498 August 17, 2010
<u>NIRVANIX</u> (Child)	U.S.	77/977, 218 June 4, 2007	3,644,898 June 23, 2009
CLOUDNAS	CTM	9128811 May 25, 2010	9128811 November 8, 2010
NIRVANIX	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 Grantor
and TriplePoint Capital LLC, as Collateral Agent**

COPYRIGHT REGISTRATIONS

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

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

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