TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM307297

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Drobo, Inc.	FORMERLY Data Robotics, Inc.	06/03/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Venture Lending & Leasing VI, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND
Name:	Venture Lending & Leasing VII, Inc.
Street Address:	104 La Mesa Drive, Suite 102
City:	Portola Valley
State/Country:	CALIFORNIA
Postal Code:	94028
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3266723	TRUSTED DATA
Registration Number:	3458825	DROBO
Registration Number:	3740656	DROBOPRO
Registration Number:	3740657	DROBOSHARE
Registration Number:	3831280	BEYONDRAID
Registration Number:	3929785	DROBOELITE
Registration Number:	3966648	DATA ROBOTICS

CORRESPONDENCE DATA

900291856

Fax Number: 4157774961

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 415 981 1400

Email: gkiviat@grmslaw.com

TRADEMARK

REEL: 005300 FRAME: 0490

Correspondent Name: Jeffrey T. Klugman

Address Line 1:Four Embarcadero Center, Suite 4000Address Line 4:San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	48046/0058 T
NAME OF SUBMITTER:	Jeffrey T. Klugman
SIGNATURE:	/Jeffrey T. Klugman/
DATE SIGNED:	06/11/2014

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "<u>Agreement</u>") is made as of June 3, 2014, by and between DROBO, INC., a Delaware corporation ("<u>Grantor</u>"), and VENTURE LENDING & LEASING VI, INC. ("<u>VLL7</u>"), both Maryland corporations (sometimes referred to herein individually and together as "Secured Party").

RECITALS

- A. Pursuant to that certain Loan and Security Agreement dated May 10, 2013, and that certain Supplement No. 2 thereto and that certain Additional Borrower Joinder Agreement, both of even date herewith between Grantor, as borrower, and Secured Party, as lender (together, as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Secured Party has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in the Loan Agreement. All capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.
- B. Secured Party is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in substantially all of Grantor's personal property whether presently existing or hereafter acquired. To that end, Grantor has executed in favor of Secured Party the Loan Agreement granting a security interest in all Collateral, and is executing this Agreement with respect to certain items of Intellectual Property, in particular.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. <u>Grant of Security Interest.</u> As collateral security for the prompt and complete payment and performance of all of Grantor's present or future Obligations, Grantor hereby grants a security interest and mortgage to Secured Party, as security, in and to Grantor's entire right, title and interest in, to and under the following Intellectual Property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (all of which shall collectively be called the "<u>Collateral</u>" for purposes of this Agreement):
- (a) Any and all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country; all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, and State thereof or any other country; all continuations, renewals, or extensions thereof; and any registrations to be issued under any pending applications, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) All letters patent of, or rights corresponding thereto in, the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, 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; all reissues, continuations, continuations-in-part or extensions thereof; all petty patents, divisionals, and patents of addition; and all patents to be issued under any such applications, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (c) 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

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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 reissues, extensions or renewals thereof, 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");

- (d) Any and all claims for damages by way of past, present and future infringement 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;
- (e) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and
- (g) 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.

Notwithstanding the foregoing the term "Collateral" shall not include: (a) "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent to use" trademarks would be contrary to applicable law or (b) any contract, license, instrument or chattel paper in which Grantor has any right, title or interest if and to the extent such contract, instrument or chattel paper includes a provision containing a restriction on assignment such that the creation of a security interest in the right, title or interest of Grantor therein would be prohibited and would, in and of itself, cause or result in a default thereunder enabling another person party to such license, contract, instrument or chattel paper to enforce any remedy with respect thereto; provided, however, that the foregoing exclusion shall not apply if (i) such prohibition has been waived or such other person has otherwise consented to the creation hereunder of a security interest in such contract, instrument or chattel paper, or (ii) such prohibition would be rendered ineffective pursuant to Sections 9-407(a) or 9-408(a) of the UCC, as applicable and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code or principles of equity); provided further that immediately upon the ineffectiveness, lapse or termination of any such provision, the term "Collateral" shall include, and Grantor shall be deemed to have granted a security interest in, all its rights, title and interests in and to such contract, instrument or chattel paper as if such assignment restriction provision had never been in effect; and provided further that the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Secured Party's unconditional continuing security interest in and to all rights, title and interests of Grantor in or to any payment obligations or other rights to receive monies due or to become due under any such contract, instrument or chattel paper and in any such monies and other proceeds of such contract, instrument or chattel paper.

- 2. Covenants and Warranties. Grantor represents, warrants, covenants and agrees as follows:
 - (a) Grantor has rights (as defined in the UCC) in the Collateral, except for Permitted Liens;
- (b) During the term of this Agreement, Grantor will not transfer or otherwise encumber any interest in the Collateral, except for Permitted Liens and except for transfers otherwise permitted under the Loan Agreement;

- (c) To its knowledge, each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;
- (d) Grantor shall deliver to Secured Party within thirty (30) days of the last day of each fiscal quarter, a report signed by Grantor, in form reasonably acceptable to Secured Party, listing (i) any applications or registrations that Grantor has made or filed in respect of any patents, copyrights or trademarks, (ii) the status of any outstanding applications or registrations and (iii) any material change in the composition of the Collateral;
- (e) Grantor shall use reasonable commercial efforts to (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights (ii) detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii) not allow any material Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public unless Grantor deems it to be in the best interest of Grantor's business;
- (f) Grantor shall apply for registration (to the extent not already registered) with the United States Patent and Trademark Office or the United States Copyright Office, as applicable: (i) those intellectual property rights listed on Exhibits A, B and C hereto within thirty (30) days of the date of this Agreement; and (ii) those additional intellectual property rights developed that are material for the conduct of Grantor's business or acquired by Grantor from time to time in connection with any product or service, prior to the sale or licensing of such product or the rendering of such service to any third party (including without limitation revisions or additions to the intellectual property rights listed on such Exhibits A, B and C), except, in each case, with respect to such rights that Grantor determines in its sole but reasonable commercial judgment need not be registered to protect its own business interests. Grantor shall, from time to time, execute and file such other instruments, and take such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral; and
- (g) Grantor shall not enter into any agreement that would materially impair or conflict with Grantor's obligations hereunder without Secured Party's prior written consent, which consent shall not be unreasonably withheld. Grantor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Grantor's rights and interests in any property included within the definition of the Collateral acquired under such contracts, except for provisions in such material contracts as are referenced in the last paragraph of Section 1 of this Agreement.

3. Further Assurances; Attorney in Fact.

- (a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by Secured Party, to perfect Secured Party's security interest in all Copyrights, Patents and Trademarks that are material for the conduct of Grantor's business and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Collateral.
- (b) Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval of or signature to such modification by amending Exhibits A, B and C, hereof, as

appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law, and (iii) after the occurrence and during the continuance of an Event of Default, to transfer the Collateral into the name of Secured Party or a third party to the extent permitted under the California Uniform Commercial Code.

- Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:
 - An Event of Default under the Loan Agreement; or (a)
- Grantor breaches in any material respect any warranty or agreement made by Grantor in (b) this Agreement and, as to any breach that is capable of cure, Grantor fails to cure such breach within thirty (30) days of the sooner to occur of Grantor's receipt of notice of such breach from Secured Party or the date on which such breach first becomes known to Grantor.
- 5. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto, except for amendments permitted under Section 3 hereof to be made by Secured Party alone.
- 6. Counterparts. 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.
- Several Nature of Secured Party's Obligations and Rights; Pari Passu Security Interests. This Agreement is and shall be interpreted for all purposes as separate and distinct agreements between Grantor and VLL6, on the one hand, and Grantor and VLL7, on the other hand, and nothing in this Agreement shall be deemed a joint venture, partnership or other association between VLL6 and VLL7. Each reference in this Agreement to "Secured Party" shall mean and refer to each of VLL6 and VLL7, singly and independent of one another. Without limiting the generality of the foregoing, the covenants and other obligations of "Secured Party" under this Agreement are several and not joint obligations of VLL6 and VLL7, and all rights and remedies of "Secured Party" under this Agreement may be exercised by VLL6 and/or VLL7 independently of one another. The security interests granted by Grantor to each of VLL6 and VLL7 hereunder and under the Loan Agreement shall be deemed to have been granted and perfected at the same time and shall be of equal priority.

[Signature Pages Follow]

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[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written. GRANTOR: Address of Grantor: DROBO, INC. 2460 N. First Street, Suite 100 San Joes, CA 95131 Name: Attn: Chief Financial Officer Its: SECURED PARTY: VENTURE LENDING & LEASING VI, INC. Address of Secured Party: By: 104 La Mesa Dr., Suite 102 Portola Valley, CA 94028 Attn: Chief Financial Officer Name: Its: SECURED PARTY: VENTURE LENDING & LEASING VII, INC. Address of Secured Party: 104 La Mesa Dr., Suite 102 By: Portola Valley, CA 94028 Attn: Chief Financial Officer Name:

Its:

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[Signature page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

DROBO, INC.

2460 N. First Street, Suite 100

San Joes, CA 95131

Attn: Chief Financial Officer

Name:

Its:

SECURED PARTY:

Address of Secured Party: VENTURE LENDING & LEASING VI, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028
Attn: Chief Financial Officer

Name: Rudy Ruano

Its: Investment Partner

SECURED PARTY:

Address of Secured Party: VENTURE LENDING & LEASING VII, INC.

104 La Mesa Dr., Suite 102
Portola Valley, CA 94028

By:

Name:

Its: Investment Partner

Rudy Ruano

Attn: Chief Financial Officer

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

NONE

EXHIBIT B

Patents

Description	Registration/Serial Number	Registration / Application Date
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	60/625,495	November 5, 2004
Fault-Tolerant Storage Array Controller and Method Using Peripheral Connect Protocol	60/625,496	November 5, 2004
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	7,814,273	October 12, 2010
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	WO 2006/052888	May 18, 2006
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	2005304759	August 30, 2012
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	2,590,361	January 3, 2012
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	CN 101095116A	December 26, 2007
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	1825372	August 29, 2007
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	4950897	March 16, 2012

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Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	7,814,272	October 12, 2010
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	WO 2006/052829	May 18, 2006
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	1815340	August 8, 2007
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	5055125	August 3, 2012
Dynamically Expandable and Contractible Fault-Tolerant Storage System with Virtual Hot Spare	2006-0174157	August 3, 2006
Dynamically Expandable and Contractible Fault-Tolerant Storage System with Virtual Hot Spare	WO 2006/050455	May 11, 2006
Dynamically Expandable and Contractible Fault-Tolerant Storage System with Virtual Hot Spare	5116151	October 26, 2012
Dynamically Expandable and Contractible Fault-Tolerant Storage System with Virtual Hot Spare	1825373	August 29, 2007
Dynamically Adaptable Fault-Tolerant Storage System	60/718,768	September 20, 2005
Storage System Condition Indicator and Method	7,818,531	October 19, 2010
Storage System Condition Indicator and Method	WO 2006/052830	May 18, 2006
Storage System Condition Indicator and Method	2005304792	October 21, 2010
Storage System Condition Indicator	2,590,875	September 13, 2011

and Method

Storage System Condition Indicator and Method	CN 101095115A	December 26, 2007
Storage System Condition Indicator and Method	1815337	May 15, 2013
Storage System Condition Indicator and Method	4870678	November 25, 2011
Storage System Condition Indicator and Method	10-1146484	May 8, 2012
Filesystem-Aware Block Storage System, Apparatus, and Method	60/797,127	May 3,2006
Filesystem-Aware Block Storage System, Apparatus, and Method	7,873,782	January 18, 2011
Filesystem-Aware Block Storage System, Apparatus, and Method	WO 2007/128005	November 8, 2007
Filesystem-Aware Block Storage System, Apparatus, and Method	2007244671	March 25, 2013
Filesystem-Aware Block Storage System, Apparatus, and Method	2,651,757	May 3, 2007
Filesystem-Aware Block Storage System, Apparatus, and Method	ZL20078002508.7	March 6, 2013
Filesystem-Aware Block Storage System, Apparatus, and Method	2024809	February 18, 2009
Filesystem-Aware Block Storage System, Apparatus, and Method	4954277	March 23, 2012
Filesystem-Aware Block Storage System, Apparatus, and Method	10-1362561	February 6, 2014
Storage System Enclosure	60/911,799	April 13, 2007

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Storage System Enclosure	60/917,507	May 11, 2007
Carrierless Storage System Enclosure with Ejection Mechanism	8215727	July 10, 2012
Carrierless Storage System Enclosure with Ejection Mechanism	WO 2008/128094	October 23, 2008
Carrierless Storage System Enclosure with Ejection Mechanism	2143105	January 13, 2010
System and Method for Protecting Users of Data Storage Systems Against Known Problems	61/223,496	July 7, 2009
Storage System Condition Indicator and Method	CN 101872319A	October 27, 2010
System and Method for Protecting Users of Data Storage Systems Against Known Problems	8225135	July 17, 2012
Storage System Condition Indicator and Method	8,156,303	April 10, 2012
Redundant Data Storage in Multiple Storage Tiers	61/438,556	February 1, 2011
Filesystem-Aware Block Storage System, Apparatus, and Method	2011-0113194	May 12, 2011
System, Apparatus, and Method Supporting Transaction Aware Data Tiering and Tiered Redundant Storage	61/440,081	February 7, 2011
System, Apparatus, and Method Supporting Transaction Aware Data Tiering and Tiered Redundant Storage	61/547,953	October 17, 2011
Push-Push Eject Disk Drive Chassis	8737057	May 27, 2014
Push-Push Eject Disk Drive Chassis	2013/039644	March 21, 2013
Improved Virtualization in Fault- Tolerant Storage System	61/696,535	September 4, 2012

Filesystem-Aware Block Storage System, Apparatus, and Method	2372520	March 19, 2014
System, Apparatus, and Method Supporting Asymmetrical Block-Level Redundant Storage	2012-0198152	August 2, 2012
System, Apparatus, and Method Supporting Asymmetrical Block-Level Redundant Storage	2012/106418	August 9, 2012
Dynamically Expandable and Contractible Fault-Tolerant Storage System with Virtual Hot Spare	2011-126796	November 4, 2005
Storage Virtualization In A Block- Level Storage System	2014/0068182	March 6, 2014
Fast Cache Reheat	2013/0198456	August 1, 2013
System and Method for an Accelerator Cache Based on Memory Availability and Usage	13/798,911	March 13, 2013

EXHIBIT C

Trademarks

Description	U.S. Registration/Application Number	Registration/Application Date
TRUCTED DATA	22//722	July 17, 2007
TRUSTED DATA	3266723	•
DROBOSHARE	5208396	February 27, 2009
DROBO	5208394	February 27, 2009
DROBOPRO	5208395	February 27, 2009
DROBO	3458825	July 1, 2008
BeyondRAID	5337611	July 9, 2010
DROBOELITE	5345139	August 13, 2010
DATA ROBOTICS	5378951	December 24, 2010
DROBOPRO	3740656	January 19, 2010
DROBOSHARE	3740657	January 19, 2010
BeyondRAID	3831280	August 10, 2010
DROBOELITE	3929785	March 8, 2011
DATA ROBOTICS	3966648	May 24, 2011
DROBOSHARE	301098856	September 19, 2008
DROBOPRO	301098838	September 19, 2008
DROBO	301098847	September 19, 2008
DROBOSHARE	1236438	December 9, 2008
DROBOSHARE	6848642	March 26, 2009
DROBOPRO	1236440	December 9, 2008
DROBOPRO	6850531	March 26, 2009

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DROBO	1236439	December 9, 2008
DROBO	6850416	March 26, 2009
DROBOSHARE	T0805173C	November 12, 2008
DROBOPRO	T0805172E	April 22, 2008
DROBO	T0805170I	April 22, 2008
DATA ROBOTICS	8815326	July 5, 2010
DROBOSHARE	1335707	March 16, 2009
DROBOPRO	1335708	March 16, 2009
DROBOPRO	1335708	March 16, 2009
DROBO	1335709	March 16, 2009
DROBO	1335709	March 16, 2009
DROBOSHARE	40-0789010	May 15, 2009
DROBOPRO	40-0789009	May 15, 2009
DROBO	40-0789008	May 15, 2009
DATA ROBOTICS	1333866	July 29, 2010
DATA ROBOTICS	1889162	December 6, 2012
DATA ROBOTICS	TO913973A	March 11, 2010
DATA ROBOTICS	301493488	May 12, 2010
DROBOELITE	1344310	October 8, 2010
DROBOELITE	8861114	July 27, 2010
DROBOELITE	301538514	June 11, 2010
DROBOELITE	995876	March 31, 2011
BeyondRAID	1345396	September 2, 2010
BeyondRAID	8875601	August 2, 2010
BeyondRAID	301545570	August 4, 2010

DROBOELITE	T1001984A	May 20, 2010
BeyondRAID	T1002474H	October 11, 2010
DROBOSHARE	6790267	July 7, 2010
DROBOPRO	6790268	July 7, 2010
DROBO	6790269	July 7, 2010
DROBOELITE	1441256	December 1, 2010
DROBOELITE	1441256	December 1, 2010
BeyondRAID	1451504	February 1, 2011
BeyondRAID	8071794	March 20, 2011
DROBOELITE	8055805	March 21, 2011
DROBOELITE	40-0868110	June 8, 2011
BeyondRAID	40-0868086	June 8, 2011
DATA ROBOTICS	1526927	July 16, 2012
BeyondRAID	1921632	February 12, 2010
DATA ROBOTICS	7950403	December 28, 2009

RECORDED: 06/11/2014