

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322945

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skyera, Inc.		11/10/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Western Digital Capital, Inc.
Street Address:	3355 Michelson Drive, Suite 100
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	85577600	DCNAND
Serial Number:	85616011	SKYERA
Serial Number:	85650664	LIFE AMPLIFICATION
Serial Number:	85660645	MAKING BIG DATA SMALL
Serial Number:	85660719	
Serial Number:	85705661	SKYHAWK
Serial Number:	86010309	SKYEAGLE
Serial Number:	86182810	SKYCONDOR
Serial Number:	86182674	SKYFALCON
Serial Number:	86187641	SKYVIEW
Serial Number:	86275639	THE SKY IS NO LONGER THE LIMIT

CORRESPONDENCE DATA

Fax Number: 2127352000

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: 212735

Email: justin.selle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Ken Kumayama, Esq.

Address Line 4: New York, NEW YORK 10036

TRADEMARK

ATTORNEY DOCKET NUMBER:	160620/1
NAME OF SUBMITTER:	Ken Kumayama
SIGNATURE:	/Ken Kumayama/
DATE SIGNED:	11/11/2014

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made and entered into as of November 10, 2014 by and between Skyera, Inc., a Delaware corporation (“**Debtor**”) and Western Digital Capital, Inc. (“**Purchaser**”).

RECITALS

A. This Agreement is entered into in connection with that certain Secured Note Purchase Agreement, dated as of November 10, 2014, by and between Debtor and Purchaser (as amended, modified, supplemented, extended or restated from time to time, the “**Purchase Agreement**”). Pursuant to the Purchase Agreement, Purchaser has agreed to make certain advances of money to Debtor in the amount of \$1,500,000.00 (the “**Loan**”) in manner set forth in the Purchase Agreement in exchange for a Secured Promissory Note (the “**Note**”) of the same principal amount as the Loan. Capitalized terms used herein are used as defined in the Purchase Agreement. Purchaser is willing to make the Loan to Debtor, but only upon the condition, among others, that Debtor shall grant to Purchaser, a security interest in all of Debtor’s copyrights, trademarks and patents to secure the Obligations of Debtor to Purchaser, including its indebtedness, obligations and liabilities under the Note, the Purchase Agreement and this Agreement.

B. Pursuant to the terms of the Purchase Agreement, Debtor has granted to Purchaser, a continuing security interest in all of Debtor’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 the Obligations, including its indebtedness, obligations and liabilities under the Note, the Purchase Agreement and this Agreement under the Purchase Agreement, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the payment and performance of the Obligations, Debtor grants and pledges to Purchaser, a continuing security interest in all of Debtor’s right, title and interest in, to and under the following (collectively, the “**Intellectual Property Collateral**”):

(a) 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 Schedule 1 attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software, computer software products and other products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held;

(d) 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 Schedule 2 attached hereto (collectively, the “**Patents**”);

(e) 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 Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Schedule 3 attached hereto (collectively, the “**Trademarks**”);

(f) 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;

(g) 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;

(h) All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and

(i) All cash and noncash 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 and license royalties and proceeds of infringement suits.

This security interest is granted in conjunction with the security interest granted to Purchaser under the Purchase Agreement and the other related documents on a pari passu basis with the security interest granted to Dell Products L.P., as agent for the purchasers of the Convertible Notes pursuant to the Secured Note and Warrant Purchase Agreement, dated August 14, 2014, by and among the Company, the persons and entities identified on the Schedule of Purchasers thereto, and Dell Products L.P., as agent for the purchasers thereto. The rights and remedies of Purchaser with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement and the other related documents, and those which are now or hereafter available to Purchaser as a matter of law or equity. Each right, power and remedy of Purchaser and the Lenders provided for herein or in the Purchase Agreement or any of the other related 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 Purchaser of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Purchaser, of any or all other rights, powers or remedies.

Debtor represents and warrants to Purchaser that Schedules 1, 2 and 3 attached hereto set forth any and all intellectual property rights in connection to which Debtor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Debtor shall promptly give Purchaser written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Debtor shall (i) give Purchaser not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Purchaser may reasonably request for Purchaser to maintain its perfection in such intellectual property rights to be registered by Debtor, and upon the request of Purchaser, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Debtor shall promptly provide Purchaser with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Purchaser to be filed for Purchaser to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

On a continuing basis, Debtor 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 requested by Purchaser, to perfect Purchaser's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Purchaser the grant or perfection of a security interest in all Intellectual Property Collateral.

Debtor hereby irrevocably appoints Purchaser as Debtor's attorney in fact, with full authority in the place and stead of Debtor and in the name of Debtor, from time to time in Purchaser's discretion, to take any action and to execute any instrument which Purchaser 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 Debtor's approval of or signature to such modification by amending Schedules 1, 2, and 3, hereof, as appropriate, solely (A) to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or (B) to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor 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 Debtor where permitted by law and (iii) after the occurrence of an Event of Default, subject to the terms and conditions of the Purchase Agreement, to transfer the Collateral into the name of Purchaser or a third party to the extent permitted under the California Uniform Commercial Code.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to principles of conflicts of law.


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.

[Remainder of Page Left Blank]

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.

Address of Debtor:

DEBTOR:

By:  _____

Name: Frankie Roohparvar _____

Title: Chief Executive Officer _____

Address of Purchaser:

PURCHASER:

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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.

DEBTOR:

SKYERA, INC.

Address of Debtor:

By: _____

Name: _____

Title: _____

PURCHASER:

WESTERN DIGITAL CAPITAL, INC.

Address of Purchaser:

By: Mark P. Long

Name: Mark P. Long

Title: President

SCHEDULE 1

Copyrights

Description

Registration
Number

Registration Date

SCHEDULE 2

Patents

Name	Dir	ID	Status	AppNum	Date
In-Chassis Thermal Chambers	12F01	21249	Filed	13/597110	8/28/2012
Motherboard with Card Guide Cutout	12F02	21250	Filed	13/597051	8/28/2012
Temperature Control for Flash Memory	12F03	21251	Filed	13/774926	2/22/2013
Integrated Storage and Switching	12F04	21252	Filed	13/596979	8/28/2012
Data Reliability Schemes For Data Storage Systems	12W01	T5872	Filed	13/689673	11/29/2012
Methods, Devices and Systems for Physical-to-Logical Mapping in Solid	12W02	T5942	Filed	13/645822	10/5/2012
Two-Stage Map Rebuilding	12W04	T5944	Filed	13/786352	3/5/2013
METHODS, DATA STORAGE DEVICES AND SYSTEMS FOR FRAGMENTED FIRMWARE	12W05	T5945	Filed	13/677704	11/15/2012
METHODS, DEVICES AND SYSTEMS FOR VARIABLE SIZE LOGICAL PAGE	12W06	T5946	Filed	13/651313	10/12/2012
METHODS, DATA STORAGE DEVICES AND SYSTEMS HAVING VARIABLE SIZE ECC PAGE	12W07	T5958	Filed	13/594696	8/24/2012
METHODS, DEVICES AND SYSTEMS FOR HARDWARE-BASED GARBAGE COLLECTION IN SOLID	12W08	T5959	Filed	13/654288	10/17/2012
METHODS AND DEVICES FOR AVOIDING LOWER PAGE CORRUPTION IN DATA STORAGE DEVICES	12W09	T5960	Filed	13/675913	11/13/2012
METHODS, SOLID STATE DRIVE CONTROLLERS AND DATA STORAGE DEVICES HAVING A RUNTIME VARIABLE RAID PROTECTION SCHEME	12W10	T5961	Filed	13/756328	1/31/2013
High Performance READ-Modify-Write System providing line-rate merging of dataframe segments in hardware	12W11	T6137	Filed	13/895928	5/16/2013

HW BASED ATOMIC WRITE COMMAND SUPPORT	12W12	T6178	Filed	13/895016	5/15/2013
High Performance System providing line-rate merging of crc-protected dataframe segments	12W13	T6214	Filed	14/020653	9/6/2013
System and Method for fast table rebuild in solid state drives	12W14	T6528	Filed	14/020550	6/21/2013
INTERLEAVED CHANNELS IN A SOLID-STATE DRIVE	12W15	T6865	Filed	14/183,886	12/6/2013
EARLY DE-ALLOCATION OF WRITE BUFFER IN AN SSD	12W16	T6866	Filed	14/090,596	9/26/2013
COORDINATED ERASE SCHEDULING FOR LATENCY OPTIMIZATION	12W17	T6867	Filed	14/155,645	1/15/2014
INTERLEAVING LARGE AND SMALL COMMANDS TO REDUCE LATENCY OF SMALL	12W18	T6874	Filed	14/187,703	1/21/2014
SELECTIVE SKIPPING OF BLOCKS IN AN SSD	12W19	T6876	Filed	14/156,354	1/15/2014
PARTIAL GARBAGE COLLECTION FOR FAST ERROR HANDLING AND OPTIMIZED GARBAGE	12W20	T7210	Filed	14/250,000	3/19/2014
DOUBLE WRITING MAP TABLE ENTRIES IN A DATA STORAGE SYSTEM TO	12W21	T7211	Filed	14/250,212	2/24/2014
APPARATUS AND METHOD FOR	13K01	K869534		61/794647	3/1/2013

TRANSLATION FROM MULTI-DIMENSIONAL TO LINEAR ADDRESS SPACE IN					
	13K01	K878915			
APPARATUS AND METHOD FOR TRANSLATION FROM MULTI-DIMENSIONAL TO LINEAR ADDRESS SPACE IN		K903570	App Filed	14/090960	11/26/2013
APPARATUS AND METHOD FOR REFERENCING DENSE AND SPARSE INFORMATION IN MULTI-	13K01B	K890619	App Filed	14/091053	11/26/2013
APPARATUS AND METHOD FOR USING FIELDS IN N-SPACE TRANSLATION	13K01C	K890620	App Filed	14/091131	11/26/2013
APPARATUS AND METHOD FOR INSERTION AND DELETION IN MULTI-	13K01	K890621	App Filed	14/091176	11/26/2013
APPARATUS AND METHOD FOR CLONING AND SNAPSHOTTING IN MULTI-DIMENSIONAL TO	13K01E	K890628	App Filed	14/091211	11/26/2013
COMPRESSOR RESOURCES FOR HIGH DENSITY STORAGE UNITS	13K02	K869535	Provo Filed	61/788.613	1/7/2013
COMPRESSOR RESOURCES FOR HIGH DENSITY STORAGE UNITS			App Filed	14/108671	
Vertically Integrated Storage	13K03	K869923	Provo Filed	61/799023	3/1/2014
Vertically Integrated Storage		K896874	App Filed	14/208401	3/14/2014
Vertically Integrated Storage				PCT/US2014/028772	
			App Filed		3/14/14
Power Fail Management	13K04	894650	Provo Filed		3/1/2014
MASS STORAGE DEVICE AND METHOD OF OPERATING THE SAME TO STORE PARITY	13K05	K870065	Provo Filed	61/793591	3/1/2013
		K894659	App Filed	14/210009	3/14/2014
HIGH DENSITY SERVER STORAGE	13K06	K869264		14/212941	3/1/2013
		K894507	App Filed	14/213410	3/14/2014

MASS STORAGE DEVICE AND METHOD OF OPERATING THE SAME TO BACK UP DATA STORED IN	13K07	K870064	App Filed	14/208452	3/14/2014
HIGH CAPACITY STORAGE	13K08	K869265	Provo Filed		7/15/2013
		K894508	App Filed	14/326302	3/14/2014
SYSTEMS AND METHODS FOR PACKAGING HIGH DENSITY SSDS	13K09	K883742	App Filed	14/086032	11/21/2013
SYSTEMS AND METHODS FOR SECURING HIGH DENSITY	13K10	K883743	App Filed	14/086057	11/21/2013
NAS Vertical Integration	13K11	K884814	Provo Filed	61/588687	8/14/2013
WRITABLE CLONE DATA STRUCTURE	13K12	K879797	App Filed	14/066349	10/29/2013
APPARATUS AND METHOD FOR ROUTING INFORMATION IN A NON-VOLATILE	13K14	K880201	App Filed	14/078302	11/12/2013
APPARATUS AND METHOD FOR ACCESSING A NON-VOLATILE MEMORY BLADE USING MULTIPLE CONTROLLERS IN A NON-STORAGE DEVICE WITH OPTIMIZED DUAL NVM	13K13	K887363	App Filed	14/078308	11/12/2013
HIGH DENSITY SERVER STORAGE UNIT	14K03	K904274	Provo Filed	61/955174	3/18/2014
HIGH DENSITY SERVER STORAGE UNIT				61/798,754	3/15/13
HIGH DENSITY SERVER STORAGE UNIT				14/212,941	3/14/14
HIGH CAPACITY STORAGE				61/846,407	7/15/13
APPARATUS AND METHOD FOR TRANSLATION FROM MULTI-DIMENSIONAL TO				PCT/US2014/028864	3/14/14
COMPRESSOR RESOURCES FOR HIGH DENSITY STORAGE UNITS				61/788,613	3/15/13
MASS STORAGE DEVICE AND METHOD OF OPERATING THE SAME TO BACK UP DATA STORED IN				61/793,141	3/15/13
VERTICALLY INTEGRATED FILE				61/865,889	8/14/13

SCHEDULE 3

Trademarks

Trademark Name	Case Number	Country Name	Trademark Status	App Number	File Date	Reg Number	Reg Date
dcNAND	57719-220913	United States of America	Allowed	85/577600	22-Mar-2012		
Skyera	57719-221261	United States of America	Allowed	85/616011	03-May-2012		
LIFE AMPLIFICATION	57719-221645	United States of America	Allowed	85/650664	13-Jun-2012		
MAKING BIG DATA SMALL	57719-221788	United States of America	Registered	85/660645	25-Jun-2012	4408201	24-Sep-2013
BUG DESIGN	57719-221789	United States of America	Allowed	85/660719	25-Jun-2012	4593382	26-Aug-2014
SKYHAWK	57719-222381	United States of America	Registered	85/705661	16-Aug-2012	4481953	11-Feb-2014
SKYERA	57719-223185	European Community	Abandoned**	11295383	25-Oct-2012		
SKYERA	57719-223186	Japan	Registered	2012-86790	26-Oct-2012	5560321	22-Feb-2013
SKYERA	57719-223187	Korea, Republic of	Registered	45-2012-0005606	31-Oct-2012	45-0048299	24-Feb-2014
SKYERA	57719-223188	Taiwan	Filed	101062533	02-Nov-2012		
SKYHAWK	57719-223189	European Community	Abandoned**	11296043	26-Oct-2012		
SKYHAWK	57719-223190	Japan	Registered	2012-86791	26-Oct-2012	5622150	11-Oct-2013
SKYHAWK	57719-223191	Korea, Republic of	Registered	45-2012-0005607	31-Oct-2012	45-0048295	24-Feb-2014
SKYHAWK	57719-223192	Taiwan	Registered	101065631	19-Nov-2012	1592917	01-Aug-2013
SKYERA	57719-223193	China (People's Republic)	Registered	11694470	05-Nov-2012	11694470	07-Apr-2014
SKYERA	57719-223194	China (People's Republic)	Registered	11694469	05-Nov-2012	11694469	07-Apr-2014
SKYHAWK	57719-223195	China (People's Republic)	Published	11788618	23-Nov-2012		
SKYHAWK	57719-223196	China (People's Republic)	Published	11788617	23-Nov-2012		
SKYEAGLE	57719-225932	United States of America	Allowed	86/010309	15-Jul-2013		
SKYCONDOR	57719-227224	United States of America	Published	86/182810	03-Feb-2014		
SKYFALCON	57719-227225	United States of America	Published	86/182674	03-Feb-2014		
SKYVIEW	57719-228805	United States of America	Published	86/187641	07-Feb-2014		
THE SKY IS NO LONGER THE LIMIT	57719-229886	United States of America	Filed	86/275639	08-May-2014		