

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM328775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DataDirect Networks, Inc.		01/12/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Preferred Bank, as Lender		
Street Address:	601 S. Figueroa Street, 29th Floor		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	Banking Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	3840794	WOS	
Registration Number:	3883748	SFA 10000 STORAGE FUSION ARCHITECTURE	
Registration Number:	4106992	NAS SCALER	
Registration Number:	4112197	WOS	
Registration Number:	4186804	STORAGE FUSION ARCHITECTURE	
Registration Number:	4226358	INFORMATION IN MOTION	
Registration Number:	4276313	OBJECTASSURE	
Registration Number:	4286780	STORAGE FUSION FABRIC	
Registration Number:	4315006	IN-STORAGE PROCESSING	
Registration Number:	4318083	SFA12K	
Registration Number:	4321872	SFA10K	
Registration Number:	4436100	DIRECTMON	
Registration Number:	4533709	DDN	
Registration Number:	4543828	NOFS	
Serial Number:	86424676	GRIDSCALER	
Serial Number:	86424683	EXASCALER	
Serial Number:	86424708	STORAGESCALER	
Serial Number:	86424951	REACT	
Serial Number:	86108474	DDN	

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Property Type	Number	Word Mark
Serial Number:	86101021	IME
Serial Number:	86101028	SFA
Serial Number:	86087130	INFINITE MEMORY ENGINE
Serial Number:	85973477	HSCALER
Serial Number:	85777905	SFX
Serial Number:	85777917	STORAGE FUSION XCELERATOR

CORRESPONDENCE DATA

Fax Number: 3129021061

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: 312-577-8438

Email: raquel.haleem@kattenlaw.com

Correspondent Name: Raquel Haleem c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	386291-1
NAME OF SUBMITTER:	Raquel Haleem
SIGNATURE:	/Raquel Haleem/
DATE SIGNED:	01/13/2015

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”) is made as of January 12, 2015 (the “**Effective Date**”) by and between DataDirect Networks, Inc., a California corporation (the “**Grantor**”) and Preferred Bank (the “**Lender**”).

RECITALS:

WHEREAS, reference is made to that certain Security Agreement, dated as of January 12, 2015 (as it may be amended, restated, supplemented, extended or otherwise modified from time to time, the “**Security Agreement**”), between the Grantor, DDN International Holdings, LLC, a Delaware limited liability company, DataDirect Networks Federal, LLC, a California limited liability company, and the Lender, and that certain Credit Agreement, dated as of January 12, 2015 (as it may be amended, restated, supplemented, extended, refinanced or otherwise modified from time to time, the “**Credit Agreement**”), between the Grantor and the Lender; and

WHEREAS, under the terms of the Security Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Lender a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Security Agreement), including, without limitation, certain intellectual property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Lender agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Lender a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(1) trademarks, trademark registrations, interests under trademark license agreements, trade names, trademark applications, service marks, business names, trade styles, designs, logos and other source or business identifiers which are adopted or used in the United States of America or any state, territory or possession thereof, or in any other place, nation or jurisdiction anywhere in the world, including the trademark registrations and applications listed on **Schedule 1**, (2) all income, royalties, damages and payments now and hereafter due and/or payable with respect to any such mark, including damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, (4) rights corresponding thereto throughout the world, and (5) renewals and proceeds of any of the foregoing (collectively, the “**Trademarks**”).

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of California without regard to conflict of laws principles thereof.

Section 6. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Lender have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

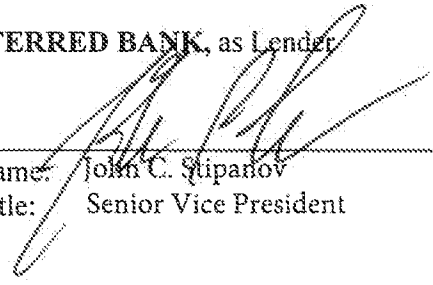
DataDirect Networks, Inc.

By: _____

Name: Ian Angelo

Title: CEO

PREFERRED BANK, as Lender

By: 
Name: John C. Stipanov
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005439 FRAME: 0271

SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT

TRADEMARKS

<u>Record Owner</u>	<u>Title</u>	<u>Status</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>App. Date).</u>	<u>Country</u>
DataDirect Networks, Inc.	WOS (block letters)	Registered	3840794	8/31/2010	US
DataDirect Networks, Inc.	SFA 10000 Storage Fusion Architecture (word and design)	Registered	3883748	11/30/2010	US
DataDirect Networks, Inc.	NAS Scaler (block letters)	Registered	4106992	02/28/2012	US
DataDirect Networks, Inc.	WOS (word and design)	Registered	4112197	03/13/2012	US
DataDirect Networks, Inc.	STORAGE FUSION ARCHITECTURE (block letters)	Registered	4186804	08/07/2012	US
DataDirect Networks, Inc.	INFORMATION IN MOTION (block letters)	Registered	4226358	10/16/2012	US
DataDirect Networks, Inc.	ObjectAssure (block letters)	Registered	4276313	01/15/2013	US
DataDirect Networks, Inc.	STORAGE FUSION FABRIC (block letters)	Registered	4286780	02/05/2013	US
DataDirect Networks, Inc.	IN-STORAGE PROCESSING (block letters)	Registered	4315006	04/02/2013	US
DataDirect Networks, Inc.	SFA12K (block letters)	Registered	4318083	04/09/2013	US
DataDirect Networks, Inc.	SFA10K (block letters)	Registered	4321872	04/16/2013	US
DataDirect Networks, Inc.	DIRECTMON (block letters)	Registered	4436100	11/19/2013	US
DataDirect Networks, Inc.	DDN (block letters)	Registered	4533709	05/20/2014	US
DataDirect Networks, Inc.	NoFS (block letters)	Registered	4543828	06/03/2014	US
DataDirect Networks, Inc.	Gridscaler (block letters)	Pending	86424676	10/15/14	US
DataDirect Networks, Inc.	Exascaler (block letters)	Pending	86424683	10/15/14	US
DataDirect Networks, Inc.	Storagescaler (block lettes)	Pending	86424708	10/15/14	US
DataDirect Networks, Inc.	React (block letters)	Pending	86424951	10/15/14	US
DataDirect Networks, Inc.	DDN (block letters)	Registered	86108474	11/01/13	US
DataDirect Networks, Inc.	IME (block letters)	Registered	86101021	10/24/13	US
DataDirect Networks, Inc.	SFA (block letters)	Registered	86101028	10/24/13	US
DataDirect Networks, Inc.	Infinite Memory Engine (block letters)	Published (Pending)	86087130	10/09/13	US
DataDirect Networks, Inc.	hScaler (block letters)	Registered	85973477	06/28/13	US
DataDirect Networks, Inc.	SFX (block letters)	Published (Pending)	85777905	11/13/12	US
DataDirect Networks, Inc.	Storage Fushion Xcelerator (block letters)	Published (Pending)	85777917	11/13/12	US