

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348322

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KAMINARIO TECHNOLOGIES LTD		07/16/2015	COMPANY: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	275 Grove Street, Suite 2-200		
<b>City:</b>	NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02466		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3929859	KAMINARIO	
<b>Registration Number:</b>	4238059	KAMINARIO SIMPLY FASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>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.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Brandie Sullivan		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F157128		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		
<b>SIGNATURE:</b>	/Andrew Nash/		
<b>DATE SIGNED:</b>	07/16/2015		
<b>Total Attachments: 14</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of July 16, 2015 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **KAMINARIO TECHNOLOGIES LTD**, a company organized under the laws of the State of Israel, with its principal place of business at HaOtzma 1, Hi-Tech Park North, P.O.B. 569, Yoqneam Ilit, Israel 2069200 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and **KAMINARIO, INC.**, a Delaware corporation ("US Borrower") (Grantor and US Borrower are hereinafter jointly and severally, individually and collectively, referred to as "Borrower") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrower dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Borrower to Bank under the Loan Documents.

B. Pursuant to the terms of the Loan Agreement and the Debentures, Grantor has granted to Bank a security interest in all of Grantor'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 Borrower's obligations to Bank under the Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower's obligations to Bank under the Loan Documents, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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 Exhibit A attached hereto (collectively, the "Copyrights");

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

(c) Any and all design rights that may be available to Grantor 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 Exhibit B 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debentures, each of which is hereby incorporated by reference. The provisions of the Loan Agreement and the Debentures shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Debentures and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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 to 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, 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 laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or

conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[signature page follows]

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.

GRANTOR:

~~KAMINARIO TECHNOLOGIES LTD~~

By: \_\_\_\_\_  
Name: Don Galan  
Title: CEO

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

GRANTOR:

KAMINARIO TECHNOLOGIES LTD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By: Sam Subis  
Name: Sam Subis  
Title: V.P.

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE



EXHIBIT B

Patents

**1. Mass-Storage System Utilizing Solid-State Storage and Non-Solid-State Storage**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/193,079	10/27/2008				
Patent Cooperation Treaty	PCT/IL2009/001005	10/27/2008				
Israel	212507	10/27/2008	212507	5/27/2015		
European Patent Office	09823182.2	10/27/2008	2350839	7/9/2014		
United States of America	13/126,314	10/27/2009	US 2011-0208933-A1	8/25/2011		
France	09823182.2	10/27/2009	2350839	7/9/2014		
Germany	09823182.2	10/27/2009	2350839	7/9/2014		
United Kingdom	09823182.2	10/27/2009	2350839	7/9/2014		

**2. System and Method for I/O Command Management**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/166,931	4/6/2009				
United States of America	13/262,867	3/6/2010	US-2012-0110291	5/3/2012		
Patent Cooperation Treaty	PCT/IL2010/000288	4/6/2010				

**3. System and Method for Storage Unit Building While Catering to I/O Operations**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/165,597	4/1/2009				
Patent Cooperation Treaty	PCT/IL2010/000290	4/6/2010				
United States of America	13/260,677	4/6/2010	US-2012-0233397	9/13/2012		

**4. System and Methods for RAID Writing and Asynchronous Parity Computation**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/165,670	4/1/2009				
Patent Cooperation Treaty	PCT/IL2009/001003	10/27/2009	WO 2010/049928	5/6/2010		
United States of America	13/124,243	10/27/2009	8,943,357	1/27/2015		

**5. Mass-Storage System Utilizing Auxiliary Solid-State Storage Subsystem**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/168,346	4/10/2009				
Patent Cooperation Treaty	PCT/IL2009/001004	10/27/2009				
United States of America	13/263,003	10/27/2009	8,806,165	8/12/2014		

**6. I/O Command Handling in Backup**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/332,987	5/10/2010				
United States of America	13/101,403	5/5/2011	US-2011-0276768	11/10/2011		

**7. Smart Flushing of Data to Backup Storage**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/318,477	3/29/2010				
United States of America	13/074,455	3/29/2011	US-2011-0252201	10/13/2011		

**8. Log Structure Array**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/319,357	3/31/2010				
Patent Cooperation Treaty	PCT/IL2011/000286	3/31/2011				
United States of America	13/638,096	3/31/2011	8,862,819	10/14/2014		

**9. Utilizing Input/Output Paths for Failure Detection and Analysis**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/331,505	5/5/2010				
United States of America	13/101,414	5/5/2011	US-2011-0276831	11/10/2011		

**10. Managing a Solid-State Storage Device**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/475,344	4/14/2011				
United States of America	13/444,251	4/11/2012	8,886,904	11/11/2014		

**11. System, Method and Computer Program Product for Access Control**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/539,635	9/27/2011				
United States of America	13/625,212	9/24/2012	US-2013-0080672	3/28/2013		

**12. Modified I/OS Among Storage System Layers**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/580,455	12/27/2011				
United States of America	13/726,872	12/26/2012	8,938,563	1/20/2015		

**13. Implementing A Logical Unit Reset Command In A Distributed Storage System**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/423,549	3/19/2012	8,909,816	12/9/2014		

**14. Raid Erasure Code Applied To Partitioned Stripe**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/746,055	1/21/2013	US-2014-0208022	7/24/2014		

**15. MANAGING DATA IN A STORAGE SYSTEM**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/898,044	5/20/2013	US-2014-0344539	11/20/2014		
Patent Cooperation Treaty	PCT/IL2014/050443	5/20/2014	WO 2014/188418	11/27/2014		

**16. Deduplication in a Storage System**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/684,205	11/22/2012	US-2014-0143213	5/22/2014		
China	201410202882.X	5/14/2014				
European Patent Office	14168346.6	5/14/2014				
Israel	232606	5/14/2014				

**17. High Availability For Communications Based On Remote Procedure Calls**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/937,619	7/9/2013	US-2015-0019620	1/15/2015		

**18. SSD-Block Aligned Writes**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	61/752,644	1/15/2013				
United States of America	14/156,035	1/15/2014	2014-0201429	7/17/2014		

**19. Management Module For Storage Device**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/833,130	3/15/2013	US-2014-0280670	9/18/2014		

**20. Raid Random Distribution Scheme**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	14/202,484	3/10/2014				

**21. Data Migration System and Method Thereof**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	14/708,581	5/11/2015				

**22. Sharing A Secret Without Disclosing Information Or Distributing Shares**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	62/115,496	2/12/2015				

**23. Controlling Data Destaging Within A Multi-Tiered Storage System**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	12/911,975	10/26/2010	US-2012-0102242	4/26/2012		

**24. Managing Utilization Of A Logical Communication Path In A Multi-Path Channel**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/279,406	10/24/2011	US-2013-0100808	4/25/2013		

**25. Managing Reservation-Control In A Storage System**

Country	App. No.	Filed	Patent No./ Publication No.	Grant Date/ Pub. Date		
United States of America	13/366,525	2/6/2012	US-2013-0205108	8/8/2013		

EXHIBIT C

Trademarks




Country	Mark	Application/Registration Number	Filing/Registration Date
IL	קמינריו KAMINARIO	226046	12/29/2009
CTM (EU)	KAMINARIO	8789943	12/31/2009
USA	KAMINARIO	77/904241 3,929,859	1/4/2010 3/8/2011
IL	KAMINARIO SIMPLY FASTER	227414	2/21/2010
CTM (EU)	KAMINARIO SIMPLY FASTER	8844557	1/29/2010
USA	KAMINARIO SIMPLY FASTER	77/923,264 4238059	1/29/2010 11/6/2012
CTM (EU)	DEBOTTLENECK YOUR BUSINESS	8844557	1/29/2010
IL	SPEAR	244306	2/2/2012
USA	SPEAR	79/114,811 4359591	4/3/2012 7/2/2013
IL		244304	2/2/2012
CTM (EU)		1121064	4/3/2012
USA		79/114,776 4333357	4/3/2012 5/14/2013

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

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