

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352023

<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>
Catalogic Software, Inc.		08/19/2015	CORPORATION: DELAWARE
<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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2070604	BACKUP EXPRESS	
<b>Registration Number:</b>	3854263	BEX	
<b>Registration Number:</b>	3883617	BEX INSTANT VIRTUALIZATION	
<b>Registration Number:</b>	4682813	CATALOGIC	
<b>Registration Number:</b>	4391873	DPX	
<b>Registration Number:</b>	4391872	ECX	
<b>Registration Number:</b>	4342743	NSB	
<b>Registration Number:</b>	4780838	CATALOGIC SOFTWARE	
<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>	Joanna McCall		
<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>	F157714		
<b>NAME OF SUBMITTER:</b>	Laura A. Kenerson		

OP \$215.00 2070604

<b>SIGNATURE:</b>	/Laura A. Kenerson/
<b>DATE SIGNED:</b>	08/20/2015
<b>Total Attachments: 11</b> source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page2.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page3.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page4.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page5.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page6.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page7.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page8.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page9.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page10.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page11.tif source=USPTO Submission - Catalogic Software, Inc. (Trademarks)#page12.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 19, 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 **CATALOGIC SOFTWARE, INC.**, a Delaware corporation, with its principal place of business at 50 Tice Boulevard, Woodcliff Lake, New Jersey 07677 ("Grantor").

### RECITALS

A. Bank 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 that certain Loan and Security Agreement by and between Bank and Grantor dated as of July 17, 2014, as amended by a certain First Loan Modification Agreement dated as of the date hereof (as the same has been and may be further 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 Grantor, 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 Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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, which is hereby incorporated by reference. The provisions of the Loan Agreement 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 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 State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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:

CATALOGIC SOFTWARE, INC.

By: 

Name: Ken Barth

Title: President

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 005603 FRAME: 0471

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:

CATALOGIC SOFTWARE, INC.

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

BANK:

SILICON VALLEY BANK

By: Adm. J. Tol  
Name: Adam Millson  
Title: Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Backup express 2.2	TXu001253051	5/9/2005
Backup express 2.3	TXu001253050	5/9/2005
Backup express : release 1	TXu001080563	1/29/2003
Backup express : version 2.1.0	TXu001080560	1/29/2003
BACKUP EXPRESS RELEASE 3.0	TXu001623933	6/20/2008



EXHIBIT B

Patents

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method of performing a high-performance backup which gains efficiency by reading input file blocks sequentially	U.S.	09/347,931	7/6/1999
System and method for high performance enterprise data protection	U.S.	60/693,715	6/24/2005
System and method for high performance enterprise data protection	International	PCT/US2006/0244 78	6/23/2006
System and method for virtualizing backup images	International	PCT/US2006/0244 79	6/23/2006
System and method for high performance enterprise data protection	Australia	2006/262045	6/23/2006
System and method for high performance enterprise data protection	Canada	2,613,359	6/23/2006
System and method for high performance enterprise data protection	China	2006/80030248.6	6/23/2006
System and method for high performance enterprise data protection	China	2011/10070005.8	6/23/2006
System and method for high performance enterprise data protection	Europe	2006/0785435.6	6/23/2006
System and method for high performance enterprise data protection	Japan	2008/518430	6/23/2006
System and method for virtualizing backup images	Australia	2006/262046	6/23/2006
System and method for virtualizing backup images	Canada	2,613,419	6/23/2006
System and method for virtualizing backup images	China	2006/80030218.5	6/23/2006
System and method for virtualizing backup images	Europe	2006/0785436.4	6/23/2006
System and method for virtualizing backup images	Japan	2008/518431	6/23/2006
System and method for high performance enterprise data protection	U.S.	11/993,634	12/21/2007

System and method for virtualizing backup images	U.S.	11/993,643	12/21/2007
System and method for high performance enterprise data protection	India	10087/DELNP/2007	12/26/2007
System and method for virtualizing backup images	India	10093/DELNP/2007	12/26/2007
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	61/058,071	6/2/2008
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	61/058,051	6/2/2008
System and method for virtualizing backup images	Hong Kong	08111717.1	10/24/2008
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	12/349,069	1/6/2009
Methods for migrating data in a server that remains substantially available for use during such migration	U.S.	61/166,461	4/3/2009
System and method for high performance enterprise data protection	Hong Kong	10100035.5	1/5/2010
Methods for migrating data in a server that remains substantially available for use during such migration	U.S.	12/753,626	4/2/2010
System and method for high performance enterprise data protection	U.S.	13/070,667	3/24/2011
System and method for high performance enterprise data protection	Hong Kong	11113835.9	12/22/2011
System and method for high performance enterprise data protection	Australia	2012/200446	1/25/2012
System and method for high performance enterprise data protection	Europe	2012/0001733	3/14/2012
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	13/420,816	3/15/2012
System and method for high performance enterprise data protection	U.S.	13/555,515	7/23/2012
System and method for virtualizing backup images	U.S.	13/689,224	11/29/2012
System and method for high performance enterprise data protection	Hong Kong	13100864.8	1/18/2013
System and method for high performance enterprise data protection	Japan	2012/123674	5/14/2012
Dedupe Data Bank	U.S.	61/809,212	4/5/2013

Instant Data Center Recovery	U.S.	61/842,554	7/3/2013
Progressive Virtual LUN	U.S.	61/842,563	7/3/2013
System and method for high performance enterprise data protection	Japan	2013/164168	8/7/2013
System and method for high performance enterprise data protection	Europe	13005349.9	11/13/2013
De-Duplication Data Bank	U.S.	14/246,078	4/5/2014
Methods for migrating data in a server that remains substantially available for use during such migration	U.S.	14/251,738	4/14/2014
System and method for high performance enterprise data protection	U.S.	14/256,993	4/21/2014
Method for creating a consistent backup image of a storage volume without requiring a snapshot	U.S.	14/284,164	5/21/2014
Instant Data Center Recovery	U.S.	14/322,011	7/2/2014
Progressive Virtual LUN	U.S.	14/322,311	7/2/2014

EXHIBIT C

Trademarks


<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
BACKUP EXPRESS	United States	2,070,604	6/10/1997
BEX	European Community*	9071391	2/23/2011
BEX	United States	3,854,263	9/28/2010
BEX Instant Virtualization	United States	3,883,617	11/30/2010
CATALOGIC	Malaysia	2013017416	12/24/2014
CATALOGIC	Malaysia	2013017420	12/24/2014
CATALOGIC	Malaysia	2013017415	12/24/2014
CATALOGIC	United States	4,682,813	2/3/2015
CATALOGIC	WIPO - Int'l Reg.	1191489	12/18/2013
CATALOGIC SOFTWARE (& Design)	United States	4780838	7/28/2015
 CATALOGIC			
DPX	Japan	5612844	9/6/2013
DPX	United States	4,391,873	8/27/2013
ECX	Japan	5612845	9/6/2013
ECX	United States	4,391,872	8/27/2013
NSB	United States	4,342,743	5/28/2013

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

1871912.3