

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358885

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TriplePoint Capital LLC		01/28/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Librato, Inc.		
Doing Business As:	Librato		
Street Address:	605 Market Street, Suite 1310		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3648663	LIBRATO	
CORRESPONDENCE DATA			
Fax Number:	5126829301		
<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>			
Phone:	866.530.8100		
Email:	trademarks@solarwinds.com		
Correspondent Name:	Jennifer Zador		
Address Line 1:	7171 Southwest Parkway, Building 400		
Address Line 4:	Austin, TEXAS 78735		
ATTORNEY DOCKET NUMBER:	LIBRATO		
NAME OF SUBMITTER:	Jennifer Zador		
SIGNATURE:	/Jennifer Zador/		
DATE SIGNED:	10/16/2015		
Total Attachments: 62			
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RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of January 28, 2015 by TriplePoint Capital LLC ("Lender") in favor of Librato, Inc., a Delaware corporation ("Company").

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described on Exhibit A and attached hereto, respectively, (collectively, the "Intellectual Property") to Lender under a Plain English Intellectual Property Security Agreement dated as of April 29, 2008 and First Amendment to Plain English Intellectual Property Security Agreement dated as of February 13, 2009 (collectively, the "Security Agreement"), and recorded with the US Library of Congress Copyright Office and the US Patent and Trademark Office as set forth on Exhibits B.

WHEREAS Company has not outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT CAPITAL LLC

By: 

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150

Menlo Park, CA 94025

T: (650) 233-2107

EXHIBIT A
(SECURITY AGREEMENTS)



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of April 29, 2008 by and between TriplePoint Capital LLC, a Delaware company and EVERGRID, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is EVERGRID, INC. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and EVERGRID, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of April 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and during the continuation of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.


7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: EVERGRID, INC.
Signature: 
Print Name: LEE MCGRATH
Title: CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Evergrid, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

See attached.

EVERGRID PATENT STATUS REPORT

TITLE	COUNTRY	SERIAL NO.	STATUS	ARENT FOX REF NO.	WAGNER MURABITO & HAO
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	US	10/595,857	Published / Ready for Examination	030271.00002	
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	EPO	04811556.2	Published	75352.00023	
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	Japan	P2006541414	Pending	75352.00024	
LOG-BASED ROLLBACK- RECOVERY	US	11/424,350	Published / Ready for Examination	030271.00001	
METHOD FOR A CHECKPOINT LIBRARY TO DETECT CORRUPTION BY AN APPLICATION	US	11/562,587	Published / Ready for Examination	030271.00003	
DYNAMICALLY CONTROLLED CHECKPOINT TIMING	US	11/535,431	Published / Ready for Examination	030271.00004	
METHOD FOR ORGANIZING DATA	US	60/760,632	Published		EVER-P001.PRO

TITLE	COUNTRY	SERIAL NO.	STATUS	ARENT FOX REF NO.	
METHOD FOR CHECKPOINTING A SYSTEM ALREADY ENGAGED IN A CONCURRENT CHECKPOINT	US	11/562,591	Published / Ready for Examination	030271.00005	
METHOD AND APPARATUS FOR OPERATING SYSTEM INDEPENDENT RESOURCE ALLOCATION AND CONTROL	US	60/955,973	Non-provisional application under review by inventor.	030271.00006	
METHOD FOR TRANSPARENT STATEFUL PREEMPTION OF SOFTWARE SYSTEMS	US	60/987,294	Non-provisional needs to be drafted.	030271.00008	

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Evergrid, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Evergrid, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

Trademark Status Report by Client

Monday, March 10, 2008

Client: 023320 Evergrid

Page: 1

Trademark	Status	Matter Number	Client Ref Number	App Number	Reg Number	App Date	Reg Date	Next Action(s)	Due Date(s)
EVERGRID	Registered	0353295		78/886696	3341955	18-May-2006	20-Nov-2007	Aff of Use - 6 Year Aff of Use-End of Grace Period First Renewal End of Renewal Grace	20-Nov-2013 20-May-2014 20-Nov-2017 20-May-2018

Country: United States of America
 Classes: 9

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Evergrid, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated February 13, 2009 by and between TriplePoint Capital LLC, a Delaware company and Librato, Inc., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Librato, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Librato, Inc. (Librato, Inc. is formerly known as Evergrid, Inc.).

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated April 29, 2008 and First Amendment to Plain English Growth Capital Loan and Security Agreement dated October 21, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of April 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in



TRIPLEPOINT
CAPITAL

FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated February 13, 2009 by and between TriplePoint Capital LLC, a Delaware company and Librato, Inc., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Librato, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Librato, Inc. (Librato, Inc. is formerly known as Evergrid, Inc.).

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated April 29, 2008 and First Amendment to Plain English Growth Capital Loan and Security Agreement dated October 21, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of April 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in

full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: **LIBRATO, INC.**

Signature: _____

Print Name: _____

Title: _____

Us:

TRIPLEPOINT CAPITAL LLC

Signature: _____

Print Name: _____

Title: _____

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Librato, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Method for Transparent Network License Enforcement	Priority application filed Jan. 5, 2009	61/142,614
Methods and Systems for Transparent Stateful Preemption of Software System	Application filed Nov. 12, 2008	12/269,801

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Librato, Inc, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
LIBRATO	July 14, 2008	77/521,372	Application Filed

EXHIBIT B
(FILINGS)

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900



UNITED STATES PATENT AND TRADEMARK OFFICE

 UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE


JULY 29, 2008

800112429A

PTAS

 TED SIEN
 101 CALIFORNIA STREET, SUITE 3900
 WINSTON & STRAWN LLP
 SAN FRANCISCO, CA 94111

 UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/29/2008

REEL/FRAME: 003824/0359

NUMBER OF PAGES: 12

 BRIEF: SECURITY INTEREST
 DOCKET NUMBER: 250121.1

 ASSIGNOR:
 EVERGRID, INC.

 DOC DATE: 04/29/2008
 CITIZENSHIP: DELAWARE
 ENTITY: CORPORATION

 ASSIGNEE:
 TRIPLEPOINT CAPITAL LLC
 2755 SAND HILL ROAD
 MENLO PARK, CALIFORNIA 94025

 CITIZENSHIP: DELAWARE
 ENTITY: LIMITED LIABILITY COMPANY

 APPLICATION NUMBER: 78886696
 REGISTRATION NUMBER: 3341955

 FILING DATE: 05/18/2006
 ISSUE DATE: 11/20/2007

 MARK: EVERGRID
 DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900

003824/0359 PAGE 2

APPLICATION NUMBER: 78886696
REGISTRATION NUMBER: 3341955

FILING DATE: 05/18/2006
ISSUE DATE: 11/20/2007

MARK: EVERGRID

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.107/29/2008
900112429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVERGRID, INC.		04/29/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 Sand Hill Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78886696	EVERGRID	
Registration Number:	3341955	EVERGRID	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415) 591-1000		
Email:	tsien@winston.com		
Correspondent Name:	Ted Sien		
Address Line 1:	101 California Street, Suite 3900		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	250121.1		
NAME OF SUBMITTER:	John D. Fredericks, Esq.		
Signature:	/s/ John D. Fredericks, Esq.		

CH \$65.00 78886696

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900

Date:

07/29/2008

Total Attachments: 10

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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of April 29, 2008 by and between TriplePoint Capital LLC, a Delaware company and EVERGRID, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is EVERGRID, INC. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and EVERGRID, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of April 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached Schedule A, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached Schedule B together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached Schedule C;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and during the continuation of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

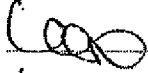
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: EVERGRID, INC.
Signature: 
Print Name: LEE MCGRATH
Title: CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Evergrid, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

See attached.

EVERGRID PATENT STATUS REPORT

TITLE	COUNTRY	SERIAL NO.	STATUS	ARENT FOX REF NO.	WAGNER MURABITO & HAO
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	US	10/595,857	Published / Ready for Examination	030271.00002	
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	EPO	04811556.2	Published	75352.00023	
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	Japan	P2006541414	Pending	75352.00024	
LOG-BASED ROLLBACK- RECOVERY	US	11/424,350	Published / Ready for Examination	030271.00001	
METHOD FOR A CHECKPOINT LIBRARY TO DETECT CORRUPTION BY AN APPLICATION	US	11/562,587	Published / Ready for Examination	030271.00003	
DYNAMICALLY CONTROLLED CHECKPOINT TIMING	US	11/535,431	Published / Ready for Examination	030271.00004	
METHOD FOR ORGANIZING DATA	US	60/760,632	Published		EVER-F001.PRO

TITLE	COUNTRY	SERIAL NO.	STATUS	ARENT FOX REF NO.
METHOD FOR CHECKPOINTING A SYSTEM ALREADY ENGAGED IN A CONCURRENT CHECKPOINT	US	11/562,591	Published / Ready for Examination	030271.00005
METHOD AND APPARATUS FOR OPERATING SYSTEM INDEPENDENT RESOURCE ALLOCATION AND CONTROL	US	60/955,973	Non-provisional application under review by inventor.	030271.00006
METHOD FOR TRANSPARENT STATEFUL PREEMPTION OF SOFTWARE SYSTEMS	US	60/987,294	Non-provisional needs to be drafted.	030271.00008

**SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Evergrid, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Evergrid, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

Trademark Status Report by Client

Page: 1

Client: 023320 Evergrid

Trademark	Status	Matter Number	App Number	App Date	Next Action(s)	Due Date(s)
	Client Ref Number	Reg Number	Reg Number	Reg Date		
EVERGRID	Registered	78/886696	18-May-2006	Aff of Use - 6 Year	20-Nov-2013	
	0353295	3341955	20-Nov-2007	Aff of Use-End of Grace	20-May-2014	
			Resp.Off SV-1	Period		
				First Renewal	20-Nov-2017	
				End of Renewal Grace	20-May-2018	

Country: United States of America
Classes: 9

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Evergrid, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
---------------------	-------	-------------------	---------

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
-------	------------	---------

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



JULY 29, 2008

500606178A

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/29/2008

REEL/FRAME: 021308/0437

NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 250121.1

ASSIGNOR:

EVERGRID, INC.

DOC DATE: 04/29/2008

ASSIGNEE:

TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD
MENLO PARK, CALIFORNIA 94025

SERIAL NUMBER: 10595857

FILING DATE: 04/26/2007

PATENT NUMBER:

ISSUE DATE:

TITLE: TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM

SERIAL NUMBER: 11424350

FILING DATE: 06/15/2006

PATENT NUMBER:

ISSUE DATE:

TITLE: LOG-BASED ROLLBACK-RECOVERY

P.O. Box 1450, Alexandria, Virginia 22313-1450 - www.uspto.gov

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900

021308/0437 PAGE 2

SERIAL NUMBER: 11562587 FILING DATE: 11/22/2006
PATENT NUMBER: ISSUE DATE:
TITLE: METHOD FOR A CHECKPOINT LIBRARY TO DETECT CORRUPTION BY AN APPLICATION

SERIAL NUMBER: 11535431 FILING DATE: 09/26/2006
PATENT NUMBER: ISSUE DATE:
TITLE: DYNAMICALLY CONTROLLED CHECKPOINT TIMING

SERIAL NUMBER: 60760632 FILING DATE: 01/19/2006
PATENT NUMBER: ISSUE DATE:
TITLE: METHOD FOR ORGANIZING DATA

SERIAL NUMBER: 11562591 FILING DATE: 11/22/2006
PATENT NUMBER: ISSUE DATE:
TITLE: METHOD FOR CHECKPOINTING A SYSTEM ALREADY ENGAGED IN A CONCURRENT CHECKPOINT

SERIAL NUMBER: 60955973 FILING DATE: 08/15/2007
PATENT NUMBER: ISSUE DATE:
TITLE: METHOD AND APPARATUS FOR OPERATING SYSTEM INDEPENDENT RESOURCE ALLOCATION AND CONTROL

SERIAL NUMBER: 60987294 FILING DATE: 11/12/2007
PATENT NUMBER: ISSUE DATE:
TITLE: METHOD FOR TRANSPARENT STATEFUL PREEMPTION OF SOFTWARE SYSTEMS

JEFFREY OLSEN, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

07/29/2008
500606178

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVERGRID, INC.	04/29/2008
RECEIVING PARTY DATA	
Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 Sand Hill Road
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	10595857
Application Number:	11424350
Application Number:	11562587
Application Number:	11535431
Application Number:	60760632
Application Number:	11562591
Application Number:	60955973
Application Number:	60987294
CORRESPONDENCE DATA	
Fax Number:	(415)591-1400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415) 591-1000
Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP

CH \$320.00 10595857

TO: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900

Address Line 4: San Francisco, CALIFORNIA 94111	
ATTORNEY DOCKET NUMBER:	250121.1
NAME OF SUBMITTER:	John D. Fredericks, Esq.
Total Attachments: 10 source=Evergrid, Inc IP Security Agreement#page1.tif source=Evergrid, Inc IP Security Agreement#page2.tif source=Evergrid, Inc IP Security Agreement#page3.tif source=Evergrid, Inc IP Security Agreement#page4.tif source=Evergrid, Inc IP Security Agreement#page5.tif source=Evergrid, Inc IP Security Agreement#page6.tif source=Evergrid, Inc IP Security Agreement#page7.tif source=Evergrid, Inc IP Security Agreement#page8.tif source=Evergrid, Inc IP Security Agreement#page9.tif source=Evergrid, Inc IP Security Agreement#page10.tif	



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

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The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of April 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and during the continuation of an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan 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 Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

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.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: EVERGRID, INC.
Signature: 
Print Name: LEE MCGRATH
Title: CFO

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Evergrid, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

See attached.

EVERGRID PATENT STATUS REPORT

TITLE	COUNTRY	SERIAL NO.	STATUS	ARENT FOX REF NO.	WAGNER MURABITO & HAO
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	US	10/595,857	Published / Ready for Examination	030271.00002	
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	EPO	04811556.2	Published	75352.00023	
TRANSPARENT CHECKPOINTING AND PROCESS MIGRATION IN A DISTRIBUTED SYSTEM	Japan	P2006541414	Pending	75352.00024	
LOG-BASED ROLLBACK- RECOVERY	US	11/424,350	Published / Ready for Examination	030271.00001	
METHOD FOR A CHECKPOINT LIBRARY TO DETECT CORRUPTION BY AN APPLICATION	US	11/562,587	Published / Ready for Examination	030271.00003	
DYNAMICALLY CONTROLLED CHECKPOINT TIMING	US	11/535,431	Published / Ready for Examination	030271.00004	
METHOD FOR ORGANIZING DATA	US	60/760,632	Published		EVER-P001.PRO

TITLE	COUNTRY	SERIAL NO.	STATUS	ARENT FOX REF NO.
METHOD FOR CHECKPOINTING A SYSTEM ALREADY ENGAGED IN A CONCURRENT CHECKPOINT	US	11/562,591	Published / Ready for Examination	030271.00005
METHOD AND APPARATUS FOR OPERATING SYSTEM INDEPENDENT RESOURCE ALLOCATION AND CONTROL	US	60/955,973	Non-provisional application under review by inventor.	030271.00006
METHOD FOR TRANSPARENT STATEFUL PREEMPTION OF SOFTWARE SYSTEMS	US	60/987,294	Non-provisional needs to be drafted.	030271.00008

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Evergrid, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Evergrid, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

Trademark Status Report by Client

Page: 1

Client: 023320 Evergrid

Trademark	Status	Matter Number	App Number	App Date	Next Action(s)	Due Date(s)
	Client Ref Number	Reg Number	Reg Number	Reg Date		
EVERGRID	Registered	78/886696	18-May-2006	Aff of Use - 6 Year	20-Nov-2013	
	0353295	3341955	20-Nov-2007	Aff of Use-End of Grace	20-May-2014	
			Resp.Off SV-1	Period		
				First Renewal	20-Nov-2017	
				End of Renewal Grace	20-May-2018	

Country: United States of America
Classes: 9

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Evergrid, Inc. as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
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APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
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ED SIEN COMPANY:101 CALIFORNIA STREET, SUITE 3900



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



FEBRUARY 20, 2009

900127621A

PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

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RECORDATION DATE: 02/20/2009

REEL/FRAME: 003939/0615

NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST
DOCKET NUMBER: 250121.1

ASSIGNOR:
LIBRATO, INC.

DOC DATE: 02/13/2009
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:
TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

CITIZENSHIP: DELAWARE
ENTITY: LIMITED LIABILITY COMPANY

APPLICATION NUMBER: 77521372
REGISTRATION NUMBER:

FILING DATE: 07/14/2008
ISSUE DATE:

MARK: LIBRATO

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN BLOCK FORM

TRADEMARK**REEL: 005646 FRAME: 0869**

USPTO

2/23/2009 11:23:32 AM PAGE 3/005 Fax Server

ATED SIEN COMPANY:101 CALIFORNIA STREET, SUITE 3900

003939/0615 PAGE 2

KIMBERLY WHITE, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK
REEL: 005646 FRAME: 0870

LIBRATO COMPANY:101 CALIFORNIA STREET, SUITE 3900

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/20/2009
900127621

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LIBRATO, INC.		02/13/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77521372	LIBRATO

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (415) 591-1000
 Email: tsien@winston.com

Correspondent Name: Ted Sien
 Address Line 1: 101 California Street, Suite 3900
 Address Line 2: Winston & Strawn LLP
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1
NAME OF SUBMITTER:	John D. Fredericks, Esq.

TRADEMARK

CH \$40.00 77521372

ED SIEN COMPANY:101 CALIFORNIA STREET, SUITE 3900

Total Attachments: 4

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FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated February 13, 2009 by and between TriplePoint Capital LLC, a Delaware company and Librato, Inc., a Delaware corporation (the "Amendment").

RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is Librato, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and Librato, Inc. (Librato, Inc. is formerly known as Evergrid, Inc.).
- B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated April 29, 2008 and First Amendment to Plain English Growth Capital Loan and Security Agreement dated October 21, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit You.
- C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of April 29, 2008 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.
- D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ **Schedule A** to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ **Schedule B** to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in

full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: LIBRATO, INC.

Signature: Lee McGrath

Print Name: LEE MCGRATH

Title: CFO

Us: TRIPLEPOINT CAPITAL LLC

Signature: Sajal Srivastava

Print Name: Sajal Srivastava

Title: Chief Operating Officer

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Librato, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Method for Transparent Network License Enforcement	Priority application filed Jan. 5, 2009	61/142,614
Methods and Systems for Transparent Stateful Preemption of Software System	Application filed Nov. 12, 2008	12/269,801

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Librato, Inc, as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
LIBRATO	July 14, 2008	77/521,372	Application Filed

ED SIEN COMPANY:101 CALIFORNIA STREET, SUITE 3900



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE



FEBRUARY 20, 2009

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PTAS

TED SIEN
101 CALIFORNIA STREET, SUITE 3900
WINSTON & STRAWN LLP
SAN FRANCISCO, CA 94111

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 02/20/2009

REEL/FRAME: 022292/0001

NUMBER OF PAGES: 6

BRIEF: SECURITY AGREEMENT
DOCKET NUMBER: 250121.1

ASSIGNOR:

LIBRATO, INC.

DOC DATE: 02/13/2009

ASSIGNEE:

TRIPLEPOINT CAPITAL LLC
2755 SAND HILL ROAD, SUITE 150
MENLO PARK, CALIFORNIA 94025

SERIAL NUMBER: 61142614

FILING DATE: 01/05/2009

PATENT NUMBER:

ISSUE DATE:

TITLE: METHOD FOR TRANSPARENT NETWORK LICENSE ENFORCEMENT

SERIAL NUMBER: 12269801

FILING DATE: 11/12/2008

PATENT NUMBER:

ISSUE DATE:

TITLE: METHODS AND SYSTEMS FOR TRANSPARENT STATEFUL PREEMPTIVE TRADEMARK
SYSTEM

REEL: 005646 FRAME: 0877

USPTO

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ATTORNEY: TED SIEN COMPANY: 101 CALIFORNIA STREET, SUITE 3900

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PAULA MCCRAY-STANLEY, EXAMINER
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/20/2009
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
LIBRATO, INC.	02/13/2009

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	61142614
Application Number:	12269801

CORRESPONDENCE DATA

Fax Number: (415)591-1400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (415) 591-1000
 Email: tsien@winston.com
 Correspondent Name: Ted Sien
 Address Line 1: 101 California Street, Suite 3900
 Address Line 2: Winston & Strawn LLP
 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	250121.1
NAME OF SUBMITTER:	John D. Fredericks, Esq.

TRADEMARK

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ED SIEN COMPANY:101 CALIFORNIA STREET, SUITE 3900

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TRADEMARK

REEL: 005646 FRAME: 0880



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Signature: Lee McGrath

Print Name: LEE MCGRATH

Title: CFO

Us: TRIPLEPOINT CAPITAL LLC

Signature: Sajal Srivastava

Print Name: Sajal Srivastava

Title: Chief Operating Officer

SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
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