

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM377524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIVOT3, INC.		03/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	406 BLACKWELL STREET		
Internal Address:	SUITE 240		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85387245	PIVOT3 VSTAC MANAGER	
Serial Number:	85376484	PIVOT3 VSTAC	
Serial Number:	77440717	PIVOT3	
Serial Number:	77440712	PIVOT3	
Serial Number:	77437164	PIVOT3	
Serial Number:	78477702	RAIGE	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	9193143114		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	406 BLACKWELL STREET		
Address Line 2:	SUITE 240		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE-JLT/		
DATE SIGNED:	03/22/2016		

CH \$165.00 85387245

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 16, 2016, by and between PACIFIC WESTERN BANK, a California state chartered bank ("Bank"), and PIVOT3, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor and NEXGEN STORAGE, INC., a Delaware corporation ("Co-Borrower"), (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank, Grantor and Co-Borrower dated of even date herewith (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 Grantor and Co-Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

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:

Address of Grantor:

361 Centennial Parkway, Suite 230
Louisville, Colorado 80027
Attn: Chief Financial Officer

PIVOT3, INC.

By:

Name:

Title:

Michael P. Dausby
Michael P. Dausby
CFO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701
Attn: Manager

PACIFIC WESTERN BANK

By:

Name:

Title:

[Signature Page to Intellectual Property Security Agreement]

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GRANTOR:

Address of Grantor:

361 Centennial Parkway, Suite 230
Louisville, Colorado 80027
Attn: Chief Financial Officer

PIVOT3, INC.

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Crowe Building
Durham, NC 27701
Attn: Manager

PACIFIC WESTERN BANK

By:  _____

Name: Ken Pugh

Title: SVP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description
None

Registration Number

Registration Date

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Method and system for distributed raid implementation	9146695	9/29/15
Method and system for execution of applications in conjunction with raid	9086821	7/21/15
Method and system for distributed raid implementation	8621147	12/31/13
Method and system for distributed raid implementation	8527699	9/3/13
Method and system for execution of applications in conjunction with raid	8417888	4/9/13
Method and system for protecting against multiple failures in a raid system	8386709	2/26/13
Method and system for initializing storage in a storage system	8316181	11/20/12
Method and system for rebuilding data in a distributed raid system	8316180	11/20/12
Method and system for distributing commands to targets	8271727	9/18/12
Method and system for distributed raid implementation	8261017	9/4/12
Method and system for placement of data on a storage device	8255625	8/28/12
Method and system for data migration in a distributed raid implementation	8239624	8/7/12
Method and system for execution of applications in conjunction with distributed raid	8219750	7/10/12
Method and system for protecting against multiple failures in a raid system	8176247	5/8/12
Method and system for initializing storage in a storage system	8145841	3/27/12
Method and system for rebuilding data in a distributed raid system	8140753	3/20/12
Method and system for placement of data on a storage device	8127076	2/28/12
Method and system for distributed raid implementation	8090909	1/3/12
Method and system for distributing commands to targets	8086797	12/27/11
Method and system for rebuilding data in distributed raid system	8082393	12/20/11
Initiator connection tag for simple table lookup	7472158	12/30/08
Expedited completion done messages, method and apparatus	7664896	2/16/10
Method and system for data migration in distributed raid implementation	13543565	7/6/12
Method and system for distributed raid implementation	13333615	12/21/11
Method and system for placement of data on a storage device	12479394	6/5/09
Fair multilevel arbitration system	10396872	3/26/03

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
PIVOT3 VSTAC MANAGER	85387245	8/2/11
PIVOT3 VSTAC	85376484	7/20/11
PIVOT3	77440717	4/4/8
PIVOT3	77440712	4/4/08
PIVOT3	77437164	4/1/08
RAIGE	78477702	9/2/04