

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385195

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900364358
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERMODAL DATA, INC.		04/15/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3009081	CORAID
Registration Number:	2903626	ETHERDRIVE
Serial Number:	85594861	ETHERCLOUD

CORRESPONDENCE DATA

Fax Number: 3102774730

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (310) 788-6133

Email: jsbrown@mwe.com

Correspondent Name: GARY B. ROSENBAUM

Address Line 1: MCDERMOTT WILL & EMERY LLP

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082853-0063
NAME OF SUBMITTER:	GARY B. ROSENBAUM
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	05/20/2016

Total Attachments: 10

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM38420:

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERMODAL DATA, INC.		04/15/2015	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	TRIPLEPOINT VENTURE GROWTH BDC CORP.
Street Address:	2755 SAND HILL ROAD, SUITE 150
City:	MENLO PARK
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3009081	CORAID
Registration Number:	2903626	ETHERDRIVE
Serial Number:	85594861	ETHERCLOUD

CORRESPONDENCE DATA

Fax Number: 3102774730

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Phone: (310) 788-6133

Email: jsbrown@mwe.com

Correspondent Name: GARY B. ROSENBAUM

Address Line 1: MCDERMOTT WILL & EMERY LLP

Address Line 2: 2049 CENTURY PARK EAST, SUITE 3800

Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	082853-0063
NAME OF SUBMITTER:	GARY B. ROSENBAUM
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	05/12/2016

Total Attachments: 8



PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of April 15, 2015 by and between TRIPLEPOINT VENTURE GROWTH BDC CORP., a Maryland corporation, and INTERMODAL DATA, INC., a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT VENTURE GROWTH BDC CORP. The words "You" or "Your" refers to the grantor, which is INTERMODAL DATA, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT VENTURE GROWTH BDC CORP. and INTERMODAL DATA, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of April 15, 2015 (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

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, or that have been assigned to You, 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 after 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 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 appoint 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.

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: **INTERMODAL DATA, INC.**

Signature: 

Print Name: **Robert R. Tillman**

Title: **President and CEO**

[PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

DM_US 60141807 082853 0063

TRADEMARK
REEL: 005793 FRAME: 0995

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between Intermodal Data, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

Patent Name	Status and Date Issued	Patent Number
Generation Of A Formatted Unique Device Identifier From An AT Attachment Serial Number	Active, July 17, 2012	8225013
Modification Of Small Computer System Interface Commands To Exchange Data With A Networked Storage Device Using AT Attachment Over Ethernet	Active, July 30, 2013	8499094
Power Failure Management in Components of Storage Area Network	Active, January 28, 2014	8,639,976
Method and System of Scaling a Cloud Computing Network	Active, March 24, 2-15	8,989,187

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
Generation Of A Formatted Unique Device Identifier From An AT Attachment Serial Number	Expired, March 4, 2010	61310688
Modification Of Small Computer System Interface (SCSI) Commands To Exchange Data With A Networked Storage Device Using At Attachment Over Ethernet (AoE)	Expired, March 4, 2010	61310689
Power Failure Management in Components of Storage Area Network	Closed, February 1, 2012	PCTUS2012023537
Power Failure Management in Components of Storage Area Network	Pending, February 9, 2012	101104236
Power Failure Management in Components of Storage Area Network	Allowed, February 15, 2011	13028075
Generation Of A Formatted Unique Device Identifier From An AT Attachment Serial Number	Abandoned, February 15, 2011	PCTUS2011024937
Modification Of Small Computer System Interface (SCSI) Commands To Exchange Data With A Networked Storage Device Using At	Abandoned, February 15, 2011	PCTUS2011024939

IP Security Agt (Intermodal Data, Inc.)
DM_US 60141807-3.082853.0063

Attachment Over Ethernet (AoE) Storage Management of a Storage System	Pending, March 11, 2013	13794266
Technique for Scalability in Cloud Networks	Expired, June 4, 2010	61351701
Modification of Small Computer System Interface Commands to Exchange Data with a Networked Storage Device Using AT Attachment Over Ethernet	Pending, June 25, 2013	13926286
Management of Multiple Network Routes	Pending, July 24, 2013	13950188
Management of a Networked Storage System Through a Storage Area Network	Pending, August 1, 2013	13957272
Multilayered Data Storage Methods and Apparatus	Pending, April 15, 2015	14687336
Automated Configuration of Storage Pools Methods and Apparatus	Pending, April 15, 2015	62147919

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between Intermodal Data, Inc., as You (Grantor)
and TriplePoint Venture Growth BDC Corp., as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

Name	Date Filed or Issued	Serial Number	Status
"Coraid"	10/25/2005	3009081	Granted
"Etherdrive"	11/16/2004	2903626	Granted

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
"Ethercloud"	04/11/2012	85594861	Pending

SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between Intermodal Data, Inc. as You (Grantor)
And TriplePoint Venture Growth BDC Corp., as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date
TXu001694556	ddt source code.	April 30, 2010
TXu001690841	devcecc Source Code or Coraid Ethernet Console Driver.	May 3, 2010
TXu001691064	el Protocol Source Code.	May 4, 2010
TXu001691061	EM Source Code.	May 4, 2010
TXu001691057	ESX HBA Driver.	May 4, 2010
TXu001075470	Ether drive firmware code.	November 15, 2002
TXu001691040	Etherblade Source Code or EtherDrive Storage Blade Firmware.	May 4, 2010
TXu001691118	Mac OSX Driver Source Code.	May 4, 2010
TXu001691408	RD Source Code.	May 5, 2010
TXu001691418	SR Mon Source Code.	May 5, 2010
TXu001691631	VS Source Code.	May 5, 2010

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

None.