

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERCONA, LLC		08/31/2016	Limited Liability Company: 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: 8			
Property Type	Number	Word Mark	
Registration Number:	4134763	PERCONA SERVER	
Registration Number:	3733062	PERCONA	
Registration Number:	4153423	XTRABACKUP	
Registration Number:	4550848	PERCONA XTRABACKUP	
Registration Number:	4533702	PERCONA	
Registration Number:	3574789	TOKUTEK	
Registration Number:	3781651	FRACTAL TREE	
Registration Number:	3946688	TOKUDB	
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:	919-314-3086		
Email:	diligencereview@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		

CH \$215.00 4134763

NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NICHOLASNANCE/CCD
DATE SIGNED:	09/13/2016
Total Attachments: 6 source=Percona - IPSA - Signed#page1.tif source=Percona - IPSA - Signed#page2.tif source=Percona - IPSA - Signed#page3.tif source=Percona - IPSA - Signed#page4.tif source=Percona - IPSA - Signed#page5.tif source=Percona - IPSA - Signed#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of August 31, 2016 by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and PERCONA, LLC, a Delaware limited liability company ("*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 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).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, 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.

C. 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 under the Loan Agreement, 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 (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 (collectively, "*Intellectual Property Collateral*").

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, or the Canadian Intellectual Property Office.

SIGNATURE PAGE FOLLOWS

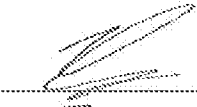
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

PERCONA, LLC

8081 Arco Corporate Drive, Suite 170

By: 

Raleigh, North Carolina 27617

Name: Todd Spain

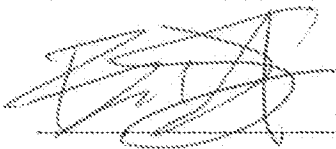
Title: C.O.O.

BANK:

Address of Bank:

PACIFIC WESTERN BANK

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Square 1 Legal Department

By: 

Name: Brett Dinkler

Title: Technology Banker

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Description	Registration, Application OR Serial Number	Registration OR Filing Date
High-Performance Streaming Dictionary	US Patent No. 8,996,563	3/31/15
High-Performance Streaming Dictionary (Cont. App.)	US App. No. 14/630579	N/A ¹
Streaming File System	US App. No. 14/292600	N/A ²
Replication in a NoSQL System Using Fractal Tree Indexes	US App. No. 14/292588	N/A ³
System and Method for Making a Backup Copy of Live Data	US App. No. 14/300490	N/A ⁴

¹ The application will be abandoned on 12/9/16 unless a response is filed to an office action, and Grantor has decided at this time to take no action.

² The application will be abandoned on 8/24/16 unless a response is filed to an office action, and Grantor has decided at this time to take no action.

³ The application will be abandoned on 10/01/16 unless a response is filed to an office action, and Grantor has decided at this time to take no action.

⁴ The application will be abandoned on 8/24/16 unless a response is filed to an office action, and Grantor has decided at this time to take no action.

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
TOKUTEK	TMA 765603	5/03/10
FRACTAL TREE	TMA 799639	6/09/11
PERCONA SERVER [and design]	4134763	5/01/12
PERCONA	3733062	1/05/10
XTRABACKUP [stylized and/or design]	4153423	6/05/12
PERCONA XTRABACKUP	4550848	6/17/14
PERCONA	4533702	5/20/14
TOKUTEK	3574789	2/17/09
FRACTAL TREE	3781651	4/27/10
TOKUDB	3946688	4/19/11