

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404208

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hortonworks, Inc.		11/02/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF 150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4764218	HDP	
Registration Number:	4338505	HORTONWORKS	
Registration Number:	4338500	HORTONWORKS	
Serial Number:	86958833	DATAWORKS SUMMIT	
Serial Number:	86850326	POWERING THE FUTURE OF DATA	
Serial Number:	86500945	ONE HDP	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F166373		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		
DATE SIGNED:	11/02/2016		

OP \$165.00 4764218

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 2, 2016 by and between the **HORTONWORKS, INC.**, a Delaware corporation (the "**Grantor**") and **SILICON VALLEY BANK**, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**").

RECITALS

A. Administrative Agent and the Lenders have agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Credit Agreement, dated as of the date herewith, by and among Grantor, the several banks and other financial institutions or entities from time to time parties thereto (each a "**Lender**" and, collectively, the "**Lenders**") and Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**"). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement.

B. In consideration of the agreement by Administrative Agent and Lenders to make the Loans to Grantor under the Credit Agreement, Grantor has entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "**Guarantee and Collateral Agreement**").

C. Administrative Agent and Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, 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 Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent 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 any goodwill associated therewith), 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 Administrative Agent under the Guarantee and Collateral Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Administrative Agent as a matter of law or equity. Each right, power and remedy of Administrative Agent provided for herein or in the Credit 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 Administrative Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit 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 Administrative Agent, of any or all other rights, powers or remedies.

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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:

HORTONWORKS, INC.

By: 

Name: Scott Davidson

Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005913 FRAME: 0407

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK,
as the Administrative Agent


By: 
Name: Laura Gentile
Title: VP

EXHIBIT A
COPYRIGHTS

Registered Copyrights of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Work of Authorship</u>
United States	TX0007920909	19-June-2014	Apache Hadoop YARN: Moving beyond MapReduce and Batch Processing with Apache Hadoop2
China	2016-F-00270559	17-May-2016	Three Elephants Design

Pending Copyright Applications of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Work of Authorship</u>
United States	1-3953583751	30 Aug 2016	Quality Assurance Test Suite

EXHIBIT B

PATENTS

Issued Patents of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
United States	9,390,285	11 July, 2016	Paul Coddington, Sheetal Dolas	IDENTIFYING INCONSISTENT SECURITY POLICIES IN A COMPUTER CLUSTER

Pending Patent Applications of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
United States	62/173,311	9 Sep 2015	Paul Coddington, Sheetal Dolas	Workload Profiling
United States	62/173,313	9 Sep 2015	Paul Coddington, Sheetal Dolas	Capacity Planning
United States	15/204,876	7 Jul 2016	Paul Coddington, Sheetal Dolas	IDENTIFYING INCONSISTENT SECURITY POLICIES IN A COMPUTER CLUSTER

EXHIBIT C
TRADEMARKS

Registered Trademarks of Hortonworks, Inc.

<u>Jurisdiction*</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
European Community	015290505	3 Aug 2016	31 Mar 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
Japan	5881866	16 Sep 2016	9 Jun 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
United States	4764218	30 Jun 2015	7 Nov 2014	Hortonworks, Inc.	
Australia	1663012	3 Jun 2015	8 Dec 2014	Hortonworks, Inc.	HDP
European Community	013535935	6 May 2015	8 Dec 2014	Hortonworks, Inc.	HDP
Australia	1626433	5 Feb 2015	4 Jun 2014	Hortonworks, Inc.	HORTONWORKS
Canada	TMA913611	11 Sep 2015	19 Mar 2013	Hortonworks, Inc.	HORTONWORKS
European Community	011686748	22 Aug 2013	25 Mar 2013	Hortonworks, Inc.	HORTONWORKS
Hong Kong	303592062	6 May 2016	10 Nov 2015	Hortonworks, Inc.	HORTONWORKS
India	2761202	28 Aug 2016	24 Jun 2014	Hortonworks, Inc.	HORTONWORKS
India	2761206	28 Aug 2016	24 Jun 2014	Hortonworks, Inc.	HORTONWORKS
Japan	5824154	5 Feb 2016	10 Jun 2015	Hortonworks, Inc.	HORTONWORKS
Mexico	1606518	22 Jan 2016	9 Nov 2015	Hortonworks, Inc.	HORTONWORKS
Mexico	1606519	22 Jan 2016	9 Nov 2015	Hortonworks, Inc.	HORTONWORKS
Mexico	1606520	22 Jan 2016	9 Nov 2015	Hortonworks, Inc.	HORTONWORKS
New Zealand	1033278	8 Jun 2016	7 Dec 2015	Hortonworks, Inc.	HORTONWORKS
Russian Federation	553063	29 Sep 2015	9 Jun 2014	Hortonworks, Inc.	HORTONWORKS
Singapore	40201521520R	13 Apr 2016	7 Dec 2015	Hortonworks, Inc.	HORTONWORKS
Switzerland	683953	11 Feb 2016	9 Nov 2015	Hortonworks, Inc.	HORTONWORKS
United Kingdom	UK00002658010	25 Aug 2013	25 Mar 2013	Hortonworks, Inc.	HORTONWORKS
United States	4338505	21 May 2013	26 Sep 2012	Hortonworks, Inc.	HORTONWORKS

Australia	1626434	5 Feb 2015	4 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Canada	TMA940749	13 Jun 2016	19 Mar 2013	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
European Community	0011686771	22 Aug 2013	25 Mar 2013	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Hong Kong	303588814	6 May 2016	6 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Japan	5844307	22 Apr 2016	9 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Mexico	1614861	17 Feb 2016	3 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Mexico	1614862	17 Feb 2016	3 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Mexico	1614863	17 Feb 2016	3 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
New Zealand	1033279	8 Jun 2016	7 Dec 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Singapore	40201521521U	13 Apr 2016	7 Dec 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Switzerland	682716	8 Jan 2016	2 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
United States	4338500	21 May 2013	26 Sep 2012	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
United Kingdom	UK00002657808	19 Jul 2013	25 Mar 2013	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Hong Kong	303697886	9 Aug 2016	29 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Mexico	1645328	10 Jun 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Mexico	1645329	10 Jun 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Mexico	1645330	10 Jun 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
New Zealand	1037887	25 Aug 2016	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
European Community	014919948	28 May 2016	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
US Domain	IP165.160.15.20	N/A	20 Jun 2015	CSC Corporate Domain, Inc.	hortonworks.sucks

Pending Trademark Applications of Hortonworks, Inc.

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
China	N/A	30 Sep 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
Singapore	40201616101S	30 Sep 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
United States	86/958833	30 Mar 2016	Hortonworks, Inc.	DATA WORKS SUMMIT

Australia	1776098	09 Jun 2016	Hortonworks, Inc.	DATA WORKS SUMMIT
China	16190805	20 Jan 2015	Hortonworks, Inc.	HDP
India	2860429	8 Dec 2014	Hortonworks, Inc.	HDP
Brazil	908792255	19 Dec 2014	Hortonworks, Inc.	HDP
Canada	1706246	8 Dec 2014	Hortonworks, Inc.	HDP
Israel	279754	8 Nov 2015	Hortonworks, Inc.	HORTONWORKS
Korea, South	45-2015-0010697	23 Nov 2015	Hortonworks, Inc.	HORTONWORKS
Taiwan	104075107	16 Dec 2015	Hortonworks, Inc.	HORTONWORKS
Brazil	907906001	1 Jul 2014	Hortonworks, Inc.	HORTONWORKS
Brazil	907906052	1 July 2014	Hortonworks, Inc.	HORTONWORKS
India	2761204	24 Jun 2014	Hortonworks, Inc.	HORTONWORKS
Israel	279985	15 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Korea, South	45-2015-0010696	23 Nov 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Taiwan	104075109	16 Dec 2015	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Brazil	907873545	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Brazil	907873502	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
India	2761203	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
India	2761207	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
India	2761205	24 Jun 2014	Hortonworks, Inc.	Old Three Elephants logo with Hortonworks
Korea, South	45-2016-0001636	25 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Russian Federation	2014719143	9 Jun 2014	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Taiwan	105009924	24 Feb 2016	Hortonworks, Inc.	New Three Elephants logo with Hortonworks
Canada	1761030	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	18657213	21 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	18657212	21 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	18657211	21 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA

India	3130691	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
India	3357176	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
Russian Federation	2015741550	17 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
United States	86/850326	15 Dec 2015	Hortonworks, Inc.	POWERING THE FUTURE OF DATA
China	19169732	29 Feb 2016	Hortonworks, Inc.	Three Elephants Design
China	19169731	29 Feb 2016	Hortonworks, Inc.	Three Elephants Design
United States	86/500945	12 Jan 2015	Hortonworks, Inc.	ONE HDP

EXHIBIT D
MASK WORKS

None.