

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404972

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nexenta Systems, Inc.		11/08/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77423804	NEXENTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586771401		
<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>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	derek.montebianco@dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP US		
<b>Address Line 1:</b>	4365 Executive Drive, Suite 1100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>NAME OF SUBMITTER:</b>	Troy Zander		
<b>SIGNATURE:</b>	/s/ Troy Zander		
<b>DATE SIGNED:</b>	11/09/2016		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 8, 2016 by and between SILICON VALLEY BANK ("Bank") and NEXENTA SYSTEMS, INC. ("Grantor").

### RECITALS

A. Bank has 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 Loan and Security Agreement by and between Bank and Grantor dated as of April 24, 2012 (as the same may from time to time be amended, modified, supplemented or restated, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of June 20, 2014, that certain Second Amendment to Loan and Security Agreement dated as of April 30, 2015 and that certain Third Amendment to Loan and Security Agreement dated as of October 15, 2015, collectively, the "Loan Agreement"). Borrower and Bank plan to enter into that certain Fourth Amendment to Loan and Security Agreement, dated as of the date hereof (the "Amendment"), which provides, among other things, that Bank will take a lien on Borrower's Intellectual Property Collateral. Bank has agreed to enter into the Amendment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement (as modified by the Amendment), 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any interest of Borrower as a licensee or a sub-licensee under an inbound license or inbound sublicense of intellectual property if Borrower is prohibited by the terms of such license or sublicense agreement from granting a security interest in such license or sublicense or under which such an assignment or Lien would cause a default to occur under such license or sublicense (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-407(a) of Division 9 of the Code); provided, however, that upon termination of such prohibition, such interest shall immediately become Collateral without any action by Borrower or Bank.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Amendment, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[Balance of Page Intentionally Left Blank]*

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:

NEXENTA SYSTEMS, INC.

By: [Signature]

Name: Alicia Martin

Title: CEO

BANK:

SILICON VALLEY BANK

By: [Signature]

Name: Risa Basic

Title: Vice President

*[Signature Page to Intellectual Property Security Agreement]*

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**TRADEMARK**  
**REEL: 005919 FRAME: 0933**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Cloud storage system with distributed metadata	8533231	9/10/13
Systems and methods for scalable object storage	8745095	6/3/14
Scalable storage for virtual machines	8812566	8/19/14
Unified local storage supporting file and cloud object access	8849759	9/30/14
Method and system for heterogeneous data volume	8954669	2/10/15
Heterogeneous redundant storage array	8984241	3/17/15
Method and system for heterogeneous data volume	8990496	3/24/15
System and method for distributed deduplication of encrypted chunks	9037856	5/19/15
Elastic I/O processing workflows in heterogeneous volumes	9081683	7/14/15
Method and system for heterogeneous data volume	9268489	2/23/16
Scalable transport method for multicast replication	9338019	5/10/16
Scalable transport system for multicast replication	9344287	5/17/16
Scalable transport with client-concensus rendezvous	9385874	7/5/16
Scalable transport with cluster-concensus rendezvous	9385875	7/5/16
Scalable object storage using multicast transport	9479587	10/25/16
Method to optimize inline I/O processing in tiered distributed storage systems	14560186	12/4/14
System and method for distributed deduplication of encrypted chunks	14688936	4/16/15
Methods and systems for key-value-tuple-encoded storage	14821693	8/8/15
Methods and systems for block sharding of objects stored in distributed storage system	14821694	8/8/15
Methods and systems for key sharding of objects stored in distributed storage system	14821697	8/8/15
Read-modify-write processing of chunks at the storage server level in a distributed object storage system	14821698	8/8/15



Multicast collaborative erasure encoding and distributed parity protection	14832075	8/21/15
Systems and methods for scalable object storage	14258791	4/22/14
Object storage system with local transaction logs, a distributed name space and optimized support for user directories	14820471	8/6/15
Object storage system with a distributed name space and snapshot and cloning features	14931732	11/3/15
Parallel transparent restructuring of immutable content in a distributed object storage system	14998320	12/24/15
Negotiating proxy server for distributed storage and compute clusters	14983386	12/29/15
Parallel and transparent technique for retrieving original content that is restructure in a distributed object storage system	15095919	4/11/16
Parity protection for data chunks in an object storage system	15137920	4/25/16
Multicast raid: distributed parity protection	15210501	7/14/16

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NEXENTA	77423804	3/17/08

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None