

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410701

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ELECTRIC CLOUD, INC.		12/23/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WF FUND V LIMITED PARTNERSHIP
Street Address:	40 KING STREET WEST
Internal Address:	SUITE 5001
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5H 3Y2
Entity Type:	Limited Partnership: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4791508	ELECTRICFLOW
Registration Number:	4778534	ELECTRICACCELERATOR HUDDLE
Registration Number:	4463525	ELECTRICDEPLOY
Registration Number:	3206947	ELECTRICINSIGHT
Registration Number:	3332746	ELECTRICCOMMANDER
Registration Number:	3320939	ELECTRICACCELERATOR
Registration Number:	2968099	ELECTRIC MAKE
Registration Number:	2917954	ELECTRIC CLOUD
Registration Number:	3802926	SPARKBUILD

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

TRADEMARK

ATTORNEY DOCKET NUMBER:	313569-124 Electric Cld
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	12/30/2016

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of December 23, 2016 by and between **WF FUND V LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V)**, a Canadian limited partnership ("**Lender**") and **ELECTRIC CLOUD, INC.**, a Delaware corporation ("**Grantor**").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender 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 and not otherwise defined are used as defined in the Loan Agreement).

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure Grantor's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Lender, Grantor grants and pledges to Lender 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 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 Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Financing Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Financing 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 Lender 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 Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by Lender, 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, as of the date hereof.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of California and the federal laws of the United States applicable therein. 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:

ELECTRIC CLOUD, INC.

35 South Market Street
San Jose, CA 95113
Attn: Chief Financial Officer

By:  _____

Title: CFO and Corporate Secretary

Name: Carmine Napolitano

LENDER:

Address of Lender:

40 King Street West, Suite 5001
Toronto, Ontario, M5H 3Y2 Canada
Attention: Kul Mani, Partner
Facsimile: (416) 682-1160

**WF FUND V LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V**

By: **GP WF FUND V LIMITED PARTNERSHIP,
its general partner**

By: **2177995 ONTARIO LIMITED,
its general partner**

By: _____

Title: _____

Name: _____

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:

ELECTRIC CLOUD, INC.

35 South Market Street
San Jose, CA 95113
Attn: Chief Financial Officer

By: _____

Title: _____

Name: _____

LENDER:

Address of Lender:

**WF FUND V LIMITED PARTNERSHIP,
c/o/b as WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND V**

40 King Street West, Suite 5001
Toronto, Ontario, M5H 3Y2 Canada
Attention: Kul Mani, Partner
Facsimile: (416) 682-1160

By: **GP WF FUND V LIMITED PARTNERSHIP,
its general partner**

By: **2177995 ONTARIO LIMITED,
its general partner**

By: _____

Title: *President & CEO*

Name: *Mark McQueen*

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
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None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue/ Application Date
Architecture and method for versioning registry in a distributed program build	9,069,644	06/30/15
Process automation system and method of employing multi-stage report generation	8,042,089	10/18/11
Process automation system and method employing property attachment techniques	7,886,265	02/08/11
Process automation system and method having a hierarchical architecture with multiple tiers	7,725,524	05/25/10
An architecture and method for executing program builds	7,676,788	03/09/10
System and method for intelligently distributing source files within a distributed program build architecture	7,539,976	05/26/09
Conflict detection and correction in a program build environment	7,395,529	07/01/08
System and method for processing recursive invocations within a program build	7,263,695	08/28/07
System and method for supplementing program builds with file usage information	7,168,064	01/23/07
System and method for file caching in a distributed program build environment	7,086,063	08/01/06
System and method for optimizing job scheduling within program builds	14/513,446	10/14/14

EXHIBIT C

Trademarks

Description	Registration/ Serial Number	Registration/ Application Date
ELECTRICFLOW	4,791,508	08/11/15
ELECTRICACCELERATOR HUDDLE	4,778,534	07/21/15
ELECTRICDEPLOY	4,463,525	01/07/14
ELECTRICINSIGHT	3,206,947	02/06/07
ELECTRICCOMMANDER	3,332,746	11/06/07
ELECTRICACCELERATOR	3,320,939	10/23/07
ELECTRIC MAKE	2,968,099	07/12/05
ELECTRIC CLOUD	2,917,954	01/11/05
SPARKBUILD	3,802,926	06/15/10