

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412663

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCALE COMPUTING, INC.		01/11/2017	Corporation: 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: 5			
Property Type	Number	Word Mark	
Serial Number:	85867503	HC3	
Serial Number:	85202876	VINO & VIRTUALIZATION	
Serial Number:	85193813	ICOS	
Serial Number:	85191864	ICOS TECHNOLOGY	
Serial Number:	77818553	SCALE COMPUTING	
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		
NAME OF SUBMITTER:	Nicholas Nance		
SIGNATURE:	/NicholasNance-adb/		
DATE SIGNED:	01/18/2017		

CH \$140.00 85867503

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of January 11, 2017 by and between PACIFIC WESTERN BANK, a California state chartered bank ("**Bank**"), and SCALE COMPUTING, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of November 2, 2015 (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 and under any other agreement now existing or hereafter arising between Bank and Grantor, 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.

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.

SIGNATURE PAGE FOLLOWS

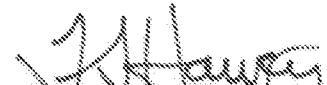
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

5225 Exploration Drive
Indianapolis, IN 46241

SCALE COMPUTING, INC.

By: 

Name: Thomas S. Harvey


Title: CFO, Scale Computing, Inc.

BANK:

Address of Bank:

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

PACIFIC WESTERN BANK

By: 

Name: Jeffrey J. Lopez

Title: Managing Director, Secured
a division of Pacific Western Bank

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
NONE.		

EXHIBIT B**PATENTS**

Description	Application Number OR Patent Number	Application OR Filing Date
CONDITION DETECTION AND REPORTING IN COMPLEX SYSTEMS	8639971	1/28/2014
DISTRIBUTED DYNAMIC SYSTEM CONFIGURATION	8949305	2/3/2015
TRANSFERRING VIRTUAL MACHINES AND RESOURCE LOCALIZATION IN DISTRIBUTED FAULT-TOLERANT SYSTEM	9077665	7/7/2015
TECHNIQUES FOR DISTRIBUTING TESTS AND TEST SUITES ACROSS A NETWORK	9104651	8/11/2015
PLACEMENT ENGINE FOR BLOCK DEVICE	9348526	5/24/2016
SHARED REFERENCE COUNTERS AMONG A PLURALITY OF VIRTUAL STORAGE DEVICES	9436386	9/6/2016
EFFICIENT MIGRATION OF VIRTUAL STORAGE DEVICES TO A REMOTE NODE USING SNAPSHOTS	14320427	6/30/2014
PLACEMENT ENGINE FOR A BLOCK DEVICE	15136831	4/22/2016

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
HC3	85867503	3/5/2013
VINO & VIRTUALIZATION	85202876	12/21/2010
ICOS	85193813	12/9/2010
ICOS TECHNOLOGY	85191864	12/7/2010
SCALE COMPUTING	77818553	9/2/2009