TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421167

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EXABLOX CORPORATION		03/24/2017	Corporation: DELAWARE
STORAGECRAFT INTERMEDIATE HOLDINGS, INC.		03/24/2017	Corporation: DELAWARE
STORAGECRAFT ACQUISITION CORPORATION		03/24/2017	Corporation: DELAWARE
STORAGECRAFT TECHNOLOGY CORPORATION		03/24/2017	Corporation: UTAH

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK, as ADMINISTRATIVE AGENT
Street Address:	3003 TASMAN DRIVE
Internal Address:	HF 150
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4302589	EXABLOX
Registration Number:	4299211	EXABLOX
Registration Number:	4299210	EXABLOX
Registration Number:	4306211	SMARTONE
Registration Number:	4299053	SMARTONE
Registration Number:	4439733	ONESYSTEM
Registration Number:	4571706	ONEBLOX
Serial Number:	87085148	ONEBLOX
Serial Number:	87085138	ONESYSTEM

CORRESPONDENCE DATA

OP $240.00 4302589

Fax Number:	8004947512

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:	202-370-4750
Email:	ipteam@nationalcorp.com
Correspondent Name:	Darlena Bari Stark
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:	F169207
NAME OF SUBMITTER:	ANDREW NASH
SIGNATURE:	/ANDREW NASH/
DATE SIGNED:	03/27/2017

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 24, 2017, is entered into by and between **EXABLOX CORPORATION**, a Delaware corporation (the "**Exablox**") and **SILICON VALLEY BANK** (the "**Assignee**"), as Administrative Agent pursuant to that certain Guarantee and Collateral Agreement, dated as of April 15, 2016, among the Assignee, **STORAGECRAFT INTERMEDIATE HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), **STORAGECRAFT ACQUISITION CORPORATION**, a Delaware corporation ("**AcquisitionCo**"), **STORAGECRAFT TECHNOLOGY CORPORATION**, a Utah corporation ("**StorageCraft**"), and together with AcquisitionCo, jointly and severally, individually and collectively, the "**Borrower**"), the Grantors from time to time party thereto and the other parties thereto (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), and pursuant to that certain Credit Agreement, dated as of April 15, 2016, among Holdings, the Borrower, Assignee, the Lenders party thereto, **PNC BANK, NATIONAL ASSOCIATION**, as documentation agent and a co-lead arranger, and **SILICON VALLEY BANK**, as the Issuing Lender, the Swingline Lender and co-lead arranger (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the "**Credit Agreement**").

Capitalized terms not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Exablox has granted in favor of Assignee a security interest in certain Collateral, including the Trademarks set forth on <u>Schedule A</u> hereto as of the date hereof.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Exablox and the Assignee hereby agree as follows:

1.   <u>Grant of Security Interest</u>.

(a)   Subject to the terms and conditions of the Guarantee and Collateral Agreement, to evidence further the security interest granted by Exablox to Assignee pursuant to the Guarantee and Collateral Agreement, Exablox hereby grants to Assignee a security interest in all of Exablox's right, title and interest in, to and under the Trademarks, whether now owned or existing or at any time hereafter acquired or arising and wherever located, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Exablox's Obligations. For the purposes of this Agreement, "Trademarks" means all of the following included in the Collateral: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the U.S. Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to on <u>Schedule A</u> hereto, and (ii) the right to obtain all renewals thereof.

(b)   <u>Schedule A</u> hereto contains a true and accurate list of all of Exablox's United States registrations and applications for registration for the Trademarks (excluding Internet domain names) existing as of the date hereof. <u>Schedule B</u> hereto contains a true and accurate list of all of Exablox's Internet domain names existing as of the date hereof.

(c)   The security interest granted hereby is granted concurrently and in conjunction with the security interest granted to the Assignee under the Guarantee and Collateral Agreement. In the event that any of the provisions of this Agreement are in conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

2.   Modifications.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Credit Agreement. In connection with the foregoing, Exablox authorizes the Assignee, upon notice to Exablox, to modify this Agreement without obtaining Exablox's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A hereto, to add any right, title or interest in any Trademarks owned or subsequently acquired by Exablox that is Collateral or to delete any reference to any right, title or interest in any Trademarks in which Exablox no longer has or claims any right, title or interest. Exablox additionally agrees to execute any additional agreement or amendment hereto as may be reasonably required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title or interest in any Trademark that is Collateral to the security interests and perfection created or contemplated hereby or by the Guarantee and Collateral Agreement.

3.   Recordation.

Exablox authorizes the Commissioner for Trademarks and any other government officials to record and register this Agreement upon request by Assignee.

4.   Applicable Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

5.   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.

[Signature page follows.]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

EXABLOX:
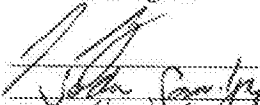
EXABLOX CORPORATION

By: _____
Name: Matthew Crumley
Title: Chief Financial Officer

ASSIGNEE:

SILICON VALLEY BANK,
as Administrative Agent

By:
Name:
Title:

Schedule A to TRADEMARK SECURITY AGREEMENT

Registered Trademarks and Trademark Applications

Country	Application or Serial No.	App. Date	Registration Reg. No.	Reg. Date	Status	Description
US	85/527,603	01/27/12	4,302,589	03/12/2013	Registered	EXABLOX
US	85/527,596	01/27/12	4,299,211	03/05/2013	Registered	EXABLOX
US	85/527,587	01/27/12	4,299,210	03/05/2013	Registered	EXABLOX
US	85/474,118	11/16/11	4,306211	03/19/2013	Registered	SMARTONE
US	85/474,125	11/16/11	4,299,053	03/05/2013	Registered	SMARTONE
US	85/899,577	04/09/2013	4,439,733	11/26/2013	Registered	ONESYSTEM

Country	Application or Serial No.	App. Date	Registration No.	Reg. Date	Status	Description
US	86/139,675	12/10/2013	4571706	07/22/2014	Registered	ONEBLOX
US	87/085,148	06/27/2016	N/A	N/A	Pending	ONEBLOX
US	87/085,138	06/27/2016	N/A	N/A	Pending	ONESYSTEM

Schedule B to TRADEMARK SECURITY AGREEMENT

Internet Domain Names

- exanas.com
- exanas.org
- oneblox.com
- smartctl-a.com
- oneblox.org
- exablox.com
- exablocks.com
- exablox.org
- exablocks.org
- zettablox.com
- zettablox.org
- zettablocks.com
- zettablocks.org
- diskanalytics.com
- onesystem.exablox.com
- telemetry.exablox.com
- smartone.exablox.com