

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FORMATION DATA SYSTEMS, INC.		05/17/2017	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: 1			
Property Type	Number	Word Mark	
Registration Number:	5187149	FORMATIONONE	
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/CCD		
DATE SIGNED:	05/30/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of May 17, 2017, by and between PACIFIC WESTERN BANK, a California state chartered bank ("*Bank*") and FORMATION DATA SYSTEMS, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has requested that Grantor grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement (as defined below), and Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, has agreed to grant to Bank a security interest in those certain Copyrights, Trademarks and Patents.

B. Pursuant to the terms of that certain Loan and Security Agreement by and between Bank (as successor in interest by merger to Square 1 Bank) and Grantor dated on or about July 18, 2014 (as amended, modified, or supplemented from time to time, 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. Capitalized terms used herein are used as defined in the Loan Agreement.

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 the prompt repayment of any and all Obligations and to secure promptly performance by Borrower of each of its covenants and duties 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 (including without limitation those Patents, registered Copyrights, and registered 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 (collectively, "Intellectual Property Collateral").

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 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.

Grantor hereby irrevocably appoints Bank (and any of Bank's designated officers, employees, or agents), as Grantor's true and lawful attorney to enter into a short form intellectual property security agreement consistent with the terms of the Loan Agreement for recording purposes only or modify, in its sole discretion, this Agreement without first obtaining the Grantor's approval of, or signature to, such modification by amending Exhibits A, B, or C hereof, as appropriate, to include any reference to any right, title, or interest in any Patents, Copyrights, or Trademarks acquired by Grantor, or discovered by Bank, after the execution hereof, or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Borrower no longer has or claims to have any right, title or interest.

SIGNATURE PAGE FOLLOWS

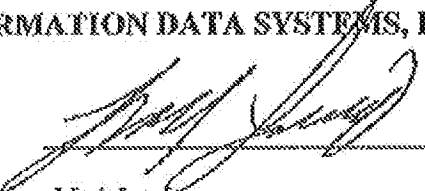
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

39465 Paseo Padre Parkway, Suite 3100
Fremont, CA 94538

FORMATION DATA SYSTEMS, INC.

By: 

Name: Mark Lewis

Title: Chief Executive Officer

BANK:

Address of Bank:

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

PACIFIC WESTERN BANK

By: 

Name: John Wrosten

Title: SVP

EXHIBIT A
COPYRIGHTS

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B
PATENTS

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Application/Issue Date</u>
Multilayer Data Storage Virtualization Using a Consistent Data Reference Model	20150039849	11/07/13
High Performance Distributed Data Storage System with Implicit Content Routing and Data Deduplication	20150039645	08/02/13
Efficient scalable I/O scheduling	9436391	09/06/2016
Multi-tenant Secure Data Deduplication Using Data Association Tables	9430490	08/30/2016
Dynamic Storage Tiering Based on Performance SLAs	9489137	11/08/2016
Volume Admission Control for High-Performance Distributed Data Storage System	20160291892	10/06/2016
Data Storage Space Recovery	20160357450	12/08/2016

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/ Application Date</u>
FORMATIONONE	5187149	04/18/2017