

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429258

<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>
CTERA Networks Ltd.		05/18/2017	Limited Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Viola Credit Five (CT), Limited Partnership		
<b>Street Address:</b>	12 Abba Eben Blvd.		
<b>City:</b>	Herzliya Pituach		
<b>State/Country:</b>	ISRAEL		
<b>Entity Type:</b>	Limited Partnership: ISRAEL		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3723596	CLOUDPLUG	
<b>Serial Number:</b>	77617366	CTERA	
<b>Serial Number:</b>	77617371	CTERA	
<b>Serial Number:</b>	77617368	CLOUD ATTACHED STORAGE	
<b>Serial Number:</b>	77882139	NEXT3	
<b>Serial Number:</b>	85330683	NEXT4	
<b>Serial Number:</b>	86962882	BACK THAT IAAS UP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8668643947		
<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>	973-401-7157		
<b>Email:</b>	tm@myerswolin.com		
<b>Correspondent Name:</b>	Harris A. Wolin		
<b>Address Line 1:</b>	100 Headquarters plaza		
<b>Address Line 2:</b>	North Tower, 6th floor		
<b>Address Line 4:</b>	Morristown, NEW JERSEY 07960-6834		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Harris A. Wolin		
<b>Address Line 1:</b>	100 Headquarters Plaza		

OP \$190.00 3723596

<b>Address Line 2:</b>	North Tower, 6th Floor
<b>Address Line 4:</b>	Morristown, NEW JERSEY 07960-6834
<b>NAME OF SUBMITTER:</b>	Harris A. Wolin
<b>SIGNATURE:</b>	/Harris A. Wolin/
<b>DATE SIGNED:</b>	05/30/2017
<b>Total Attachments: 7</b> source=Ctera_Assignment_US Intellectual Property Security Agreement - exeuted#page1.tif source=Ctera_Assignment_US Intellectual Property Security Agreement - exeuted#page2.tif source=Ctera_Assignment_US Intellectual Property Security Agreement - exeuted#page3.tif source=Ctera_Assignment_US Intellectual Property Security Agreement - exeuted#page4.tif source=Ctera_Assignment_US Intellectual Property Security Agreement - exeuted#page5.tif source=Ctera_Assignment_US Intellectual Property Security Agreement - exeuted#page6.tif source=Ctera_Assignment_US Intellectual Property Security Agreement - exeuted#page7.tif	

## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement") dated May 18, 2017, is made by and between (i) **CTERA Networks Ltd.** (the "Grantor"), a company organized under the laws of the State of Israel (Company No. 514141985), with offices located at 25 Efal st., Petah Tiqwa, Israel, and (ii) **Viola Credit Five (CT), Limited Partnership** (the "Lender"), a newly formed Israeli limited partnership formed for the purpose of consummating the transactions contemplated herein and which shall be represented exclusively hereunder by Viola Credit Five Management 2015 Ltd. ("Viola Credit"), a private company organized under the laws of the State of Israel, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel, the management company of Viola Credit Five Fund, Limited Partnership.

**WHEREAS**, the Grantor and Viola Credit have entered into that certain Financing Agreement dated September 25, 2016 (the agreement, as amended from time to time, the "Financing Agreement"), to which a Floating Charge Agreement (the "Floating Charge Agreement") and a Fixed Charge Agreement (the "Fixed Charge Agreement" and the "Floating Charge Agreement" collectively referred to as the "Charge Agreements"), executed by the Grantor and the Lender, were attached as exhibits; and

**WHEREAS**, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of the Lender and under the Fixed Charge Agreement, Grantor has agreed, among other things, to create a fixed charge on the intellectual property of Grantor for the benefit of the Lender, and, in addition to the creation of said charges pursuant to the Charge Agreements, to execute this IP Security Agreement for recording the charges created hereunder with the U.S. Patent and Trademark Office ("USPTO") and other governmental authorities (if and to the extent required) in relation to any intellectual property owned by Grantor throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

1. General. The Preamble to this IP Security Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Financing Agreement.
2. Grant of Security. Subject to, and without derogating from, the provisions of the Charge Agreements, Grantor hereby grants to the Lender a security interest, unlimited in amount, in and to all of such Grantor's right, title and interest (as set forth in the Charge Agreements) and to the following (the "Collateral"):
  - 2.1. all current and future United States patents and pending applications therefore owned by the Grantor, including but not limited to the patents and patent applications, set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");
  - 2.2. all current and future United States trademarks and service marks and pending applications thereof owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks applications, set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Trademarks");

2.3. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.4. any and all proceeds of the foregoing.

Notwithstanding any other provisions of this IP Security Agreement, the grant to the Lender of a security interest in the Collateral shall not prevent Grantor from acting with respect to the Collateral as and to the extent set forth in the Financing Agreement and the Charge Agreements.

Notwithstanding anything to the contrary in this IP Security Agreement or in the Transaction Documents, this Agreement shall be executed and filed with the UCC (and certification evidencing such filing shall be presented prior to and as a condition to withdrawal of the first Installment under the Financing Agreement) and to the USPTO prior to and as a condition to withdrawal of the first Installment under the Financing Agreement.

3. Termination. This IP Security Agreement shall terminate upon repayment in full of all amounts due to the Lender pursuant to the Transaction Agreements in accordance with the provisions of the Financing Agreement and the termination of the Financing Agreement. Upon such termination, Viola Credit shall promptly execute any and all documents reasonably required by the Grantor in order to remove the charges and liens created pursuant to this IP Security Agreement and this IP Security Agreement shall expire.
4. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts due or which may become due to the Lender in accordance with the provisions of the Transaction Agreements.
5. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.
6. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
7. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Financing Agreement and the Charge Agreements. The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, Viola Credit with respect to the Collateral are more fully set forth in the Financing Agreement and/or the Charge Agreements, as applicable, and in the event of any contradiction between this IP Security Agreement and the Financing Agreement and/or the Charge Agreements, as applicable, the provisions of the Financing Agreement and/or the Charge Agreements (as the case may be) will prevail.
8. Governing Law; Forum for Dispute Resolution. This IP Security Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this IP Security Agreement, shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

9. Viola Credit. Section 8 (Lenders exclusively and irrevocably represented by Viola Credit) of the Financing Agreement is incorporated herein by reference.

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- Confidential -

IN WITNESS WHEREOF, Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered by its respective officer thereunto duly authorized as of the date first above written.

  
\_\_\_\_\_  
CTERA NETWORKS LTD.

By: Liran Eshel

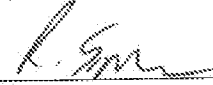
Title CEO


Name: \_\_\_\_\_

18-May-17

\_\_\_\_\_  
VIOLA CREDIT FIVE (CT), LIMITED  
PARTNERSHIP

By: VIOLA CREDIT FIVE  
MANAGEMENT 2015 LTD.

By  \_\_\_\_\_

Title  \_\_\_\_\_

-Confidential-

Final Version

SCHEDULE A

**Patents and Patent Applications**

Title	PriorityDate	FilingDate	ApplicationNum	PatentNum	Type	Status
System for managing data flows in file collaboration networks					Utility: Provisional	Closed
MULTI-TENANT CLOUD STORAGE SYSTEM	12/22/2008	4/3/2014	14/243,926	9,473,419	Utility: Non-Provisional	Issued
TECHNIQUES FOR OPTIMIZING DATA FLOWS IN HYBRID CLOUD STORAGE SYSTEMS	12/22/2008	3/31/2015	14/674,245		Utility: Non-Provisional	Published
STORAGE DEVICE AND METHOD THEREOF FOR INTEGRATING NETWORK ATTACHED STORAGE WITH CLOUD STORAGE SERVICES	12/22/2008	12/18/2009	12/641,559	9,614,924	Utility: Non-Provisional	Issued
CLOUD CONNECTOR FOR INTERFACING BETWEEN A NETWORK ATTACHED STORAGE DEVICE AND A CLOUD STORAGE SYSTEM	12/22/2008	7/21/2011	13/188,144	8,924,511	Utility: Non-Provisional	Issued
DATA FILES SYNCHRONIZATION WITH CLOUD STORAGE SERVICE	12/22/2008	3/20/2017	15/463,433		Utility: Continuation	Pending
STORAGE DEVICE AND METHOD THEREOF FOR INTEGRATING NETWORK ATTACHED STORAGE WITH CLOUD STORAGE SERVICES	12/22/2008	12/22/2008	61/140,071		Utility: Provisional	Expired
APPARATUS AND METHODS FOR SCANNING DATA IN A CLOUD STORAGE SERVICE	12/22/2008	7/28/2015	14/811,235		Utility: Non-Provisional	Published
A CACHING DEVICE AND METHOD THEREOF FOR INTEGRATION WITH A CLOUD STORAGE SYSTEM	12/18/2009	12/16/2014	14/572,067		Utility: Non-Provisional	Published
REMOTE ACCESS SERVICE FOR CLOUD-ENABLED NETWORK DEVICES	8/8/2011	8/8/2011	13/205,238	8,886,714	Utility: Non-Provisional	Issued
SYSTEM AND METHOD FOR REMOTE ACCESS TO CLOUD-ENABLED NETWORK DEVICES	8/8/2011	10/22/2014	14/520,975	9,521,217	Utility: Divisional	Issued
TECHNIQUES FOR RECONCILING METADATA AND DATA IN A CLOUD STORAGE SYSTEM WITHOUT SERVICE INTERRUPTION	3/28/2013	3/27/2014	14/227,078		Utility: Non-Provisional	Allowed
TECHNIQUES FOR RESYNCHRONIZING METADATA AND DATA IN A CLOUD STORAGE SYSTEM WITHOUT SERVICE INTERRUPTION	3/28/2013	3/28/2013	61/806,154		Utility: Provisional	Expired

U.S. Intellectual Property Security Agreement


**TRADEMARK**  
**REEL: 006072 FRAME: 0760**

Title	PriorityDate	FilingDate	ApplicationNum	PatentNum	Type	Status
TECHNIQUES FOR EFFICIENTLY ENFORCING RESOURCE QUOTAS IN A MULTI-TENANT CLOUD STORAGE SYSTEM	4/1/2013	3/27/2014	14/227,278	9,519,653	Utility: Non-Provisional	Issued
TECHNIQUES FOR EFFICIENTLY ENFORCING STORAGE QUOTAS IN A MULTI-TENANT CLOUD STORAGE SYSTEM	4/1/2013	4/1/2013	61/807,079		Utility: Provisional	Expired
MULTI-TENANT CLOUD STORAGE SYSTEM	4/3/2013	4/3/2013	61/808,012		Utility: Provisional	Expired
INVITATION LINKS WITH ENHANCED PROTECTION	4/2/2014	3/31/2015	14/674,225		Utility: Non-Provisional	Published
INVITATION LINKS WITH ENHANCED PROTECTION	4/2/2014	4/2/2014	61/974,123		Utility: Provisional	Expired
TECHNIQUES FOR OPTIMIZING DATA FLOWS IN HYBRID CLOUD STORAGE SYSTEMS	4/2/2014	4/2/2014	61/974,402		Utility: Provisional	Expired
MULTI-LEVEL NAMESPACE MANAGEMENT SYSTEM AND METHOD THEREOF FOR HYBRID CLOUD STORAGE SYSTEMS	5/12/2014	5/12/2015	14/709,902		Utility: Non-Provisional	Published
MULTI-LEVEL NAMESPACE MANAGEMENT SYSTEM FOR HYBRID CLOUD STORAGE SYSTEMS	5/12/2014	5/12/2014	61/991,850		Utility: Provisional	Expired
SYSTEM AND METHOD FOR SCANNING UNSTRUCTURED DATA IN A CLOUD STORAGE SERVICE	7/29/2014	7/29/2014	62/030,296		Utility: Provisional	Expired
METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	8/26/2014	8/25/2015	14/834,984		Utility: Non-Provisional	Published
METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	8/26/2014	12/19/2016	2952988		Utility: Foreign	Pending
METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	8/26/2014	1/16/2017	201580038954.4		Utility: Foreign	Pending
METHOD AND SYSTEM FOR MULTILEVEL FILE SHARING AND SYNCHRONIZING IN A HYBRID CLOUD NETWORK	8/26/2014	8/26/2014	62/041,941		Utility: Provisional	Expired

Title	PriorityDate	FilingDate	ApplicationNum	PatentNum	Type	Status
METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	8/26/2014	8/25/2015	PCT/US1546704		Utility: PCT	Published
METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	8/26/2014	8/25/2015	14/835,003		Utility: Non-Provisional	Published
A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	8/26/2014	12/20/2016	2953031		Utility: Foreign	Pending
A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	8/26/2014	1/16/2017	201580038921.X		Utility: Foreign	Published
METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	8/26/2014	12/26/2016	15835803.6		Utility: Foreign	Pending
A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	8/26/2014	8/25/2015	PCT/US1546711		Utility: PCT	Published
Techniques for securely sharing files from a cloud storage	11/19/2015	11/18/2016	15/355,466		Utility: Non-Provisional	Pending
Techniques for securely sharing files from a cloud storage	11/19/2015	11/19/2015	62/257,498		Utility: Provisional	Expired
METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	12/26/2016	12/26/2016	15835741.8		Utility: Foreign	Pending



**Trademarks:**

TRADEMARK FILINGS							
CTRA	Mark	Serial No.	Filed	Goods/Services	Reg. No.	Issue Date	Status
1212	CTERA	77/617,366	11-19-2008	IC 009: * IC 042: **			Abandoned 11-30-2010
1213		77/617,371	11-19-2008	IC 009: * IC 042: **			Abandoned 11-30-2010
1214	CLOUD ATTACHED STORAGE	77/617,368	11-19-2008	IC 009: *	3,759,519	03-09-2010	Next renewal date: 03-09-2019
1217	CLOUDPLUG	77/628,145	12-07-2008	IC 009: ***	3,723,596	12-08-2009	Next renewal date: 12-08-2018
1895	NEXT3	77/882,139	11-30-2009	IC 009: ****	3,887,808	12-07-2010	Next renewal date: 12-07-2019
2670	NEXT4	85/330,683	03-26-2011	IC 009: ****			Abandoned 07-16-2012
6216	BACK THAT IAAS UP	86/962,882	04-04-2016	IC 00			Abandoned 01-24-2017

\*Embedded computer servers; data storage management software; computer network storage devices, namely, storage subsystems for storage and backup of electronic data either locally or via a telecommunications network; networking software, namely, software for setting up and configuring managed storage and online backup services over wide area networks; computer software and hardware for synchronizing and connecting local network storage and global computer networks; computer storage appliances, namely, network attached storage servers connected to a computer network for file sharing and cloud backup; computer hardware and software for storing and managing data on local and internet-based file servers

\*\*Providing online, non-downloadable computer software for use in storing and managing the computer data of others; data encryption services for others; back-up services for computer hard drive data; computer services, namely, data recovery services; data synchronization services in the nature of data recover services; providing a web site either locally or via a telecommunications network featuring technology that enables internet users to create, bookmark, annotate, and publicly share data; computer disaster recovery planning; hosting an on-line community web site featuring storage solutions

\*\*\*Computer hardware, computer software and computer peripherals for communication between a local and global computer networks and direct-attached data storage devices and online data storage services

\*\*\*\*Computer software used for journaling with snapshots support, namely, a journaling file system supporting incremental, volume level snapshots