

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Axcient, Inc.		05/30/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Silver Lake Waterman Fund, L.P.		
Street Address:	2775 Sand Hill Road, Suite 100		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3882532	AXCIENT	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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:	6504616125		
Email:	qlu@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	43628.022		
NAME OF SUBMITTER:	Qui Lu		
SIGNATURE:	/Qui Lu/		
DATE SIGNED:	06/02/2017		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 30, 2017 by and between (i) **SILVER LAKE WATERMAN FUND, L.P.** (“Secured Party”) and (ii) **AXCIENT, INC.** (“Grantor”).

RECITALS

A. Secured Party has agreed to make certain loans 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 Secured Party, as agent and lender, and Grantor dated as of September 29, 2014 (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). Secured Party is willing to make loans to the Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Secured Party.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 Grantor's obligations to Secured Party, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to Secured Party, Grantor grants and pledges to Secured Party a security interest in all of Secured Party's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Secured Party.

3. Transaction Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which are hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Secured Party with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in 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.

5. 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.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[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:

AXCIENT, INC.

By: _____

Name: Justin Moore

Title: Chief Executive Officer

SECURED PARTY:

SILVER LAKE WATERMAN FUND, L.P.

By: Silver Lake Technology Associates
Waterman, L.L.C., its General Partner

By: _____

Name:

Title:

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:

AXCIENT, INC.

By: _____

Name: Justin Moore

Title: President and CEO

SECURED PARTY:

SILVER LAKE WATERMAN FUND, L.P.,
as an agent and as a lender

By: Silver Lake Technology Associates
Waterman, L.L.C., its General Partner

By: _____

Name: Shawn K. O'Neill

Title: Managing Director

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Filed Applications	Ref	USPTO Application #	Application Filed	Patent Issued	USPTO Patent #
Systems and methods for restoring a file (versioning)	5340US	12/895,275	9/30/2010	12/30/2014	8924360
Systems and methods maintaining a virtual failover volume of a target computing system	5489US	13/030,073	2/17/2011	1/12/2016	9235474
Systems and methods for restoring a file (imaging)	5939US	13/363,234	1/31/2012	11/11/2014	8886611
Systems, methods, and media for synthesizing views of file system backups	5878US	13/437,738	4/2/2012	11/19/2013	8589350
Cloud-based virtual machines and offices	6019US	13/570,161	8/8/2012	2/10/2015	8954544
File system virtualization	6118US	13/633,695	10/2/2012		
Efficient file replication	6117US	13/671,498	11/8/2012		
Systems and methods for providing efficient and focused visualization of data (UX)	6192US	13/789,578	3/7/2013	3/22/2016	9292153
Protection status determinations for computing devices (UX)	6165US	13/789,565	3/7/2013	7/19/2016	9397907
Cloud storage using Merkel trees	6116US	13/889,164	5/7/2013		
Systems, methods, and media for synthesizing views of file system backups	6518US	14/037,231	9/25/2013	12/15/2015	9213607
Systems and methods for restoring a file (imaging)	6809US	14/522,527	10/23/2014		
Systems and methods for restoring a file (versioning)	6817US	14/534,017	11/5/2014	8/11/2015	9104621
Cloud-based virtual machines and offices	6832US	14/564,082	12/8/2014		
Distributed and deduplicating data storage system and methods of use	6115US	14/864,850	9/24/2015		
Systems and methods for providing efficient and focused visualization of data (UX)	7250US	14/929,335	10/31/2015		
Systems and methods maintaining a virtual failover volume of a target computing system	7256US	14/929,336	10/31/2015		
Computing device replication using file system change detection methods and systems	7074US	14/977,614	12/21/2015		
Cloud storage using Merkel trees	7073US	14/977,607	12/21/2015		
Protection status determinations for computing devices (UX)	7308US	14/977,581	12/21/2015		
Efficient file replication	7317US	14/970,480	12/15/2015		
Cloud-based virtual machines and offices	7319US	14/971,832	12/16/2015		
Protection status determinations for computing devices (UX)	7343US	15/019,951	2/9/2016		
Cloud-Based Virtual Machines and Offices		15/360,836	11/23/2016		

EXHIBIT C

Trademarks

<u>Mark</u>	<u>Filing Date</u>	<u>Reg #</u>
Axcient	3/10/10	3882532

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date