

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Overland Storage, Inc.		06/20/2017	Corporation: CALIFORNIA
Sphere 3D Corp.		06/20/2017	Corporation: ONTARIO
Sphere 3D Inc.		06/20/2017	Corporation: CANADA
V3 Systems Holdings, Inc.		06/20/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Opus Bank		
Street Address:	19900 MacArthur Blvd, 12th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86928263	SNAP ECR	
Serial Number:	86928268	SNAP ENCRYPTED CONTINUOUS REPLICATION	
Serial Number:	87123497	DISTRIBUTED DESKTOP HYPERCONVERGENCE	
CORRESPONDENCE DATA			
Fax Number:	2139963305		
<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:	2136836305		
Email:	williamwolff@paulhastings.com		
Correspondent Name:	William Wolff c/o Paul Hastings LLP		
Address Line 1:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	90855.00008		
NAME OF SUBMITTER:	william wolff		
SIGNATURE:	/William Wolff/		
DATE SIGNED:	06/20/2017		

OP \$90.00 86928263

Total Attachments: 12

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**IP SECURITY AGREEMENT SUPPLEMENT NUMBER ONE TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This **IP SECURITY AGREEMENT SUPPLEMENT NUMBER ONE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of June 20, 2017 (this "Supplement"), is delivered pursuant to that certain Intellectual Property Security Agreement, dated April 6, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intellectual Property Security Agreement"), among Grantors listed on the signature pages thereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **OPUS BANK**, a California commercial bank ("Lender") as Lender. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Intellectual Property Security Agreement, which by this reference is incorporated herein.

WHEREAS, with respect to Patents, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 18, 2016, at Reel 038306, Frame 0035;

WHEREAS, with respect to Trademarks, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office on April 18, 2016, at Reel 5772, Frame 0973;

WHEREAS, the Grantors and the Lender wish to supplement the Intellectual Property Security Agreement by supplementing Schedule A to the Intellectual Property Security Agreement to add the Patents appearing on Schedule A hereto, and have agreed to do so;

WHEREAS, the Grantors and the Lender wish to supplement the Intellectual Property Security Agreement by supplementing Schedule B to the Intellectual Property Security Agreement to add the Trademarks appearing on Schedule B hereto, and have agreed to do so;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to supplement the Intellectual Property Security Agreement as follows:

1. Each Grantor and Lender hereby agree that Schedule A to the Intellectual Property Security Agreement is hereby supplemented by adding the Patents appearing on Schedule A attached hereto (the "Additional Patents"), and such Additional Patents shall be and become part of the Collateral referred to in the Intellectual Property Security Agreement and Schedule A attached thereto and shall secure all Obligations.

2. Each Grantor and Lender hereby agree that Schedule B to the Intellectual Property Security Agreement is hereby supplemented by adding the Trademarks appearing on Schedule B attached hereto (the "Additional Trademarks"), and such Additional Trademarks shall be and become part of the Collateral referred to in the Intellectual Property Security Agreement and Schedule B attached thereto and shall secure all Obligations.

3. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Lender in all of such Grantor's right, title, and interest in, to, and under the Patents identified on Schedule A to the Intellectual Property Security Agreement prior to the effectiveness of this Supplement, (b) reaffirms all prior grants of security interests in favor of Lender in all of such Grantor's right, title, and interest in, to, and under the Trademarks identified on Schedule B to the Intellectual Property Security Agreement prior to the effectiveness of this Supplement, (c) grants, assigns, and pledges to Lender, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Patents

identified on Schedule A attached hereto, (d) grants, assigns, and pledges to Lender, continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks identified on Schedule B attached hereto, (e) represents and warrants that the representations and warranties in the Intellectual Property Security Agreement, as amended by this Supplement, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (f) agrees that the Intellectual Property Security Agreement, as supplemented hereby, is and shall remain in full force and effect.

4. THE VALIDITY OF THIS SUPPLEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

5. This Supplement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Supplement. Delivery of an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Supplement. Any party delivering an executed counterpart of this Supplement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Supplement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Supplement.

6. This Supplement is a Loan Document.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned Grantors hereto have executed this Supplement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:


OVERLAND STORAGE, INC., a California corporation

By: 
Name: Kurt Kalbfleish
Title: SVP and CFO


SPHERE 3D CORP., a corporation organized under the laws of Ontario Canada

By: 
Name: Kurt Kalbfleish
Title: SVP and CFO

SPHERE 3D INC., a corporation organized under the laws of Canada

By: 
Name: Kurt Kalbfleish
Title: SVP, CFO, and Secretary

V3 SYSTEMS HOLDINGS, INC., a Delaware corporation

By: 
Name: Kurt Kalbfleish
Title: Secretary and CFO

SCHEDULE A

PATENTS:

Country	Title	Owner	App. No.	Patent No.
U.S.	VIRTUAL MACHINE MIGRATION INTO THE CLOUD	V3 SYSTEMS HOLDINGS, INC.	13/563,603	
U.S.	SYSTEMS AND METHODS FOR MANAGING EMULATION RESOURCES	SPHERE 3D INC.	14/229,368	
U.S.	TAPE EMULATING DISK BASED STORAGE SYSTEM AND METHOD WITH AUTOMATICALLY RESIZED EMULATED TAPE CAPACITY	OVERLAND STORAGE, INC.	14/278,637	
U.S.	PARALLEL ASYNCHRONOUS DATA REPLICATION	OVERLAND STORAGE, INC.	14/636,606	
U.S.	Systems and Methods for Selecting Between Emulated and Non-Emulated Resources for Providing an Emulation Session	SPHERE 3D INC.	15/065,251	
U.S.	Systems and Methods for Providing an Emulation of a Computer Product	SPHERE 3D INC.	15/066,179	
U.S.	Systems and Methods for Contextually Allocating Emulation Resources	SPHERE 3D INC.	15/066,478	
U.S.	Directory information for managing data in network file system	OVERLAND STORAGE, INC.	11/388,402	
U.S.	VIRTUAL MACHINE STATE TRACKING USING OBJECT	V3 SYSTEMS HOLDINGS, INC.	13/592,243	

Country	Title	Owner	App. No.	Patent No.
	BASED STORAGE			
U.S.	SYSTEM AND METHOD OF HANDLING FILE METADATA	OVERLAND STORAGE, INC.	13/619,007	
U.S.	SYSTEMS AND METHODS FOR LOAD BALANCING DRIVES AND SERVERS BY PUSHING A COPY OF A FREQUENTLY ACCESSED FILE TO ANOTHER DISK DRIVE	OVERLAND STORAGE, INC.	14/605,839	
U.S.	MICROVISOR RUN TIME ENVIRONMENT OFFLOAD PROCESSOR	SPHERE 3D CORPORATION	14/720,553	
U.S.	SYSTEMS AND METHODS FOR STORING PARITY GROUPS	OVERLAND STORAGE, INC.	13/538,636	
U.S.	VIRTUAL MACHINE MIGRATION	V3 SYSTEMS HOLDINGS, INC.	13/592,251	
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/619,689	
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/620,011	
U.S.	APPARATUS AND METHOD FOR PERFORMING SNAPSHOTS OF BLOCK-LEVEL STORAGE DEVICES	OVERLAND STORAGE, INC.	14/505,302	
U.S.	DATA PROTECTION WITH MULTIPLE SITE REPLICATION	OVERLAND STORAGE, INC.	14/551,543	

Country	Title	Owner	App. No.	Patent No.
U.S.	A MAGNETIC TAPE DRIVE APPARATUS INCLUDING A VARIABLE RATE	OVERLAND STORAGE, INC.	09/134,243	6597526
U.S.	MEDIA ACCESS IN A MEDIA LIBRARY	OVERLAND STORAGE, INC.	09/191,222	6353581
U.S.	SELF-TUNING MEMORY MANAGEMENT FOR COMPUTER SYSTEMS	OVERLAND STORAGE, INC.	09/515,416	6442661
U.S.	MEDIA HANDLING SYSTEM AND METHOD	OVERLAND STORAGE, INC.	09/712,386	6496325
U.S.	DYNAMIC DATA RECOVERY	OVERLAND STORAGE, INC.	10/060,686	6871295
U.S.	DYNAMIC REDISTRIBUTION OF PARITY GROUPS	OVERLAND STORAGE, INC.	10/060,874	6862692
U.S.	DATA ENGINE WITH METADATA PROCESSOR	OVERLAND STORAGE, INC.	10/060,878	6754773
U.S.	INTERFACE ARCHITECTURE	OVERLAND STORAGE, INC.	10/060,903	6745286
U.S.	REPLACING FILE SYSTEM PROCESSORS BY HOT SWAPPING	OVERLAND STORAGE, INC.	10/060,908	6990547
U.S.	SERVER-INDEPENDENT OBJECT POSITIONING FOR LOAD BALANCING DRIVES AND SERVERS	OVERLAND STORAGE, INC.	10/060,918	6990667
U.S.	FILE SYSTEM METADATA DESCRIBING SERVER DIRECTORY INFORMATION	OVERLAND STORAGE, INC.	10/060,920	7054927
U.S.	DATA BLOCKING MAPPING	OVERLAND STORAGE, INC.	10/060,921	6775792

Country	Title	Owner	App. No.	Patent No.
U.S.	SYSTEM AND METHOD FOR SELECTIVELY TRANSFERRING BLOCK DATA OVER A NETWORK	OVERLAND STORAGE, INC.	10/444,680	7613784
U.S.	BLOCK LEVEL DATA SNAPSHOT SYSTEM AND METHOD	OVERLAND STORAGE, INC.	10/718,486	7225210
U.S.	TAPE EMULATING DISK BASED STORAGE SYSTEM AND METHOD WITH AUTOMATICALLY RESIZED EMULATED TAPE CAPACITY	OVERLAND STORAGE, INC.	10/943,779	7761284
U.S.	DYNAMIC REDISTRIBUTION OF PARITY GROUPS	OVERLAND STORAGE, INC.	11/018,114	7356730
U.S.	SYSTEM AND METHOD OF HANDLING FILE METADATA	OVERLAND STORAGE, INC.	11/118,617	7454406
U.S.	TAPE EMULATING DISK BASED STORAGE SYSTEM AND METHOD	OVERLAND STORAGE, INC.	11/215,740	7444465
U.S.	Systems and methods for load balancing drives and servers	OVERLAND STORAGE, INC.	11/238,405	8782661
U.S.	TAPE LIBRARY EMULATION WITH AUTOMATIC CONFIGURATION AND DATA RETENTION	OVERLAND STORAGE, INC.	11/356,726	8291160
U.S.	DATA PROTECTION SYSTEMS WITH MULTIPLE SITE REPLICATION	OVERLAND STORAGE, INC.	11/357,742	8122191
U.S.	SYSTEMS AND METHODS FOR STORING PARITY GROUPS	OVERLAND STORAGE, INC.	12/028,662	7917695

Country	Title	Owner	App. No.	Patent No.
U.S.	SYSTEM AND METHOD OF HANDLING FILE METADATA	OVERLAND STORAGE, INC.	12/272,444	8589449
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	12/431,345	8296398
U.S.	SYSTEM AND METHOD FOR SELECTIVELY TRANSFERRING BLOCK DATA OVER A NETWORK	OVERLAND STORAGE, INC.	12/579,335	9122406
U.S.	TAPE EMULATING DISK BASED STORAGE SYSTEM AND METHOD WITH AUTOMATICALLY RESIZED EMULATED TAPE CAPACITY	OVERLAND STORAGE, INC.	12/796,882	8731897
U.S.	SYSTEMS AND METHODS FOR STORING PARITY GROUPS	OVERLAND STORAGE, INC.	13/072,622	8214590
U.S.	INTERMEDIATION OF HYPERVISOR FILE SYSTEM AND STORAGE DEVICE MODELS	V3 SYSTEMS HOLDINGS, INC.	13/175,766	9489396
U.S.	DATA PROTECTION SYSTEMS WITH MULTIPLE SITE REPLICATION	OVERLAND STORAGE, INC.	13/371,062	8386705
U.S.	TAPE LIBRARY EMULATION WITH AUTOMATIC CONFIGURATION AND DATA RETENTION	OVERLAND STORAGE, INC.	13/613,373	8751759
U.S.	SYSTEMS AND METHODS FOR LOAD BALANCING DRIVES AND SERVERS BY PUSHING A COPY OF A FREQUENTLY ACCESSED FILE TO ANOTHER DISK	OVERLAND STORAGE, INC.	13/615,236	8943513

Country	Title	Owner	App. No.	Patent No.
	DRIVE			
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/619,368	9449019
U.S.	DATA PROTECTION SYSTEMS WITH MULTIPLE SITE REPLICATION	OVERLAND STORAGE, INC.	13/619,394	8904132
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/619,741	8856233
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/619,885	9122698
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/619,889	9305015
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/619,908	9396206
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/620,001	9213719
U.S.	PEER-TO-PEER REDUNDANT FILE SERVER SYSTEM AND METHODS	OVERLAND STORAGE, INC.	13/620,026	9213720
U.S.	SYSTEMS AND METHODS FOR ALLOCATING ONLINE RESOURCES	SPHERE 3D INC.	15/052,339	9531639
U.S.	METHODS AND SYSTEMS FOR PROVIDING SOFTWARE APPLICATIONS	SPHERE 3D INC.	15/437,971	

Country	Title	Owner	App. No.	Patent No.
U.S.	SYSTEMS AND METHODS FOR EMULATING RESOURCES USING ABSTRACT CONTAINERIZATION WITH ABSTRACT CATEGORIZATION AND POLICY SETTING	SPHERE 3D INC.	62/356,157	
U.S.	TAPE LIBRARY EMULATION WITH AUTOMATIC CONFIGURATION AND DATA RETENTION	OVERLAND STORAGE, INC.	15/359,458	

SCHEDULE B

TRADEMARKS:

Country	Owner	Trademark	Application No.
U.S.	OVERLAND STORAGE, INC.	SNAP ECR	86928263
U.S.	OVERLAND STORAGE, INC.	SNAP ENCRYPTED CONTINUOUS REPLICATION	86928268
U.S.	OVERLAND STORAGE, INC.	DISTRIBUTED DESKTOP HYPERCONVERGENCE	87123497