

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434436

<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>
UNITRENDS, INC.		06/08/2015	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK, as successor in interest to Square 1 Bank		
<b>Street Address:</b>	406 Blackwell Street		
<b>Internal Address:</b>	Suite 240		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85624944	ENTERPRISE BACKUP	
<b>Serial Number:</b>	85611604	SIMPLY SCALABLE	
<b>Serial Number:</b>	85450193	UNITRENDS	
<b>Serial Number:</b>	86123785	RTA CALCULATOR	
<b>Serial Number:</b>	85880001	CLOUDHOOK	
<b>Serial Number:</b>	85058669	PHD VIRTUAL	
<b>Serial Number:</b>	85058639	PHD VIRTUAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	919-314-3086		
<b>Email:</b>	diligencereview@square1bank.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	406 BLACKWELL STREET		
<b>Address Line 2:</b>	SUITE 240		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLASNANCE-TKF/		

CH \$190.00 85624944

<b>DATE SIGNED:</b>	07/10/2017
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**Total Attachments: 6**

- source=SQ1 - Unitrends - Signed IPSA Unitrends Inc (6-2015)#page1.tif
- source=SQ1 - Unitrends - Signed IPSA Unitrends Inc (6-2015)#page2.tif
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 8, 2015 by and between SQUARE 1 BANK ("Agent") and UNITRENDS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Square 1 Bank and Alexandria Equities, LLC (collectively, "Lenders") have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Square 1 Bank, Alexandria Equities, LLC, Grantor and Unitrends Holdings Corporation dated of even date herewith (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). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between or among Grantor, Agent and Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between or among Grantor, Agent and Lenders, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding any U.S. intent-to-use trademark applications unless and until a Statement of Use of Amendment to Allege Use shall have been filed in and accepted by the U.S. Patent and Trademark Office ), 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.

This security interest is granted in conjunction with the security interest granted to Agent under the Loan Agreement. The rights and remedies of Agent 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 Agent as a matter of law or equity. Each right, power and remedy of Agent 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 Agent 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 Agent, 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 applications and registrations owned by Grantor and issued or pending in either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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:

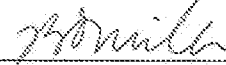
Address of Grantor:

200 Wheeler Road  
North Tower, 2d Floor  
Burlington, Massachusetts 01803

Attn: Chief Executive Officer

UNITRENDS, INC.

By:



Title: Chief Financial Officer, Treasurer and Secretary

Address of Bank:

406 Blackwell Street, Suite 240  
Crowe Building  
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By: \_\_\_\_\_

Title: \_\_\_\_\_

*{Signature Page to Intellectual Property Security Agreement}*

WEST258606424  
358756-000054

**TRADEMARK**  
**REEL: 006102 FRAME: 0218**

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:

200 Wheeler Road  
North Tower, 2d Floor  
Burlington, Massachusetts 01803

Attn: Chief Executive Officer

UNITRENDS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

406 Blackwell Street, Suite 240  
Crowe Building  
Durham, NC 27701

Attn: Manager

BANK:

SQUARE 1 BANK

By: Ben Pettit

Title: VP

*[Signature Page to Intellectual Property Security Agreement]*

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358756-000054

**TRADEMARK**  
**REEL: 006102 FRAME: 0219**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Obion development tool kit	TX0005306475	10/30/00
Obion development tool kit	TX0005306476	10/30/00
Backup professional: BP	TX0005306481	10/30/00
SCSI tape commander	TXu000979606	10/30/00
PC parachute		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
System and method for backing up computer data	11677691	2/22/07
Virtual machine data replication	8135748	3/13/12
Virtual machine file-level restoration	8682862	3/25/14
Virtual machine data backup	12758245	4/12/10
Virtual machine data replication	13414119	3/7/12
Systems and methods for backing up a live virtual machine	14268067	5/2/14

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
UNITRENDS FREE	86614368	4/29/15
ENTERPRISE BACKUP	85624944	5/14/12
SIMPLY SCALABLE	85611604	4/30/12
UNITRENDS	85450193	10/18/11
RTA CALCULATOR	86123785	11/20/13
CLOUDHOOK	85880001	3/19/13
PHD VIRTUAL	85058669	6/9/10
PHD VIRTUAL	85058639	6/9/10
RECOVERY MANAGEMENT SUITE	86119907	11/15/13
BCDR LINK	86259296	4/22/14