

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449210

<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>
INFRASCALE, INC.		10/24/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EASTWARD FUND MANAGEMENT, LLC		
<b>Street Address:</b>	432 CHERRY STREET		
<b>City:</b>	WEST NEWTON		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02465		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86526474	CLOUDBOOT	
<b>Serial Number:</b>	85788795	INFRASCALE	
<b>Serial Number:</b>	86152238	ENDGUARD	
<b>Registration Number:</b>	4490293	FILELOCKER	
<b>Registration Number:</b>	4360624	SOS ONLINE BACKUP	
<b>Serial Number:</b>	85574048	EVERSYNC	
<b>Serial Number:</b>	85574046	EVERSYNC	
<b>Registration Number:</b>	3590003	REVINETIX	
<b>Registration Number:</b>	3555558	DISK2DISK2DISK	
<b>Registration Number:</b>	3555557	D2D2D	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		

CH \$265.00 86526474

<b>ATTORNEY DOCKET NUMBER:</b>	318251-102
<b>NAME OF SUBMITTER:</b>	Erin O'Brien
<b>SIGNATURE:</b>	/Erin O'Brien/
<b>DATE SIGNED:</b>	10/31/2017

**Total Attachments: 12**

source=Infrascale signed IP Security Agreement 102417#page1.tif  
source=Infrascale signed IP Security Agreement 102417#page2.tif  
source=Infrascale signed IP Security Agreement 102417#page3.tif  
source=Infrascale signed IP Security Agreement 102417#page4.tif  
source=Infrascale signed IP Security Agreement 102417#page5.tif  
source=Infrascale signed IP Security Agreement 102417#page6.tif  
source=Infrascale signed IP Security Agreement 102417#page7.tif  
source=Infrascale signed IP Security Agreement 102417#page8.tif  
source=Infrascale signed IP Security Agreement 102417#page9.tif  
source=Infrascale signed IP Security Agreement 102417#page10.tif  
source=Infrascale signed IP Security Agreement 102417#page11.tif  
source=Infrascale signed IP Security Agreement 102417#page12.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“Agreement”) is entered into as of October ~~21~~<sup>24</sup>, 2017 by and between EASTWARD FUND MANAGEMENT, LLC (“Secured Party”), and INFRASCALE, INC., a Delaware corporation (“Grantor”).

### RECITALS

A. Secured Party has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Master Lease Agreement No. 648 by and between Secured Party and Grantor dated August 18, 2016 (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 and maintain the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Secured Party a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Secured Party a security interest in all of Grantor’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 or 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 and any patents and patent applications claiming the priority benefit of the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark 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. Authorization. Grantor hereby authorizes Secured Party to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is 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.

5. 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.

6. 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.

7. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware 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:

INFRASCALE, INC.

By: Ken Shaw Jr  
Ken Shaw Jr (Oct 24, 2017)  
Name: Ken Shaw Jr  
Title: CEO

SECURED PARTY:

EASTWARD FUND MANAGEMENT, LLC

By: \_\_\_\_\_  
Name: Dennis P. Cameron  
Title: Authorized Person

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:

INFRASCALE, INC.

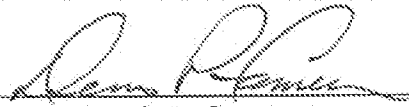
By: \_\_\_\_\_

Name:

Title:

SECURED PARTY:

EASTWARD FUND MANAGEMENT, LLC

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

Name: Dennis P. Cameron

Title: Authorized Person

**EXHIBIT A**

**Copyrights**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

**See Attached**



REGISTERED COPYRIGHTS	
SOS Blackberry Application	Electronically filed claim: 9/13/2010
SOS Graphical User Interface	Electronically filed claim: 9/13/2010
SOS I Phone Application	Electronically filed claim 9/13/2010
SOS User Management System	Electronically filed claim 9/13/2010
SOS Vulnerability Scanner	Electronically filed claim 9/14/2010; Certificate of Registration TX7-324-787

Material unregistered copyrights are used in the Company's source code software. Major modules or applications include the following:

Infiniscale application
UMS database
Central Monitoring (CM) application
Infrascale Backup Server application & database
Infrascale Ecommerce application & database
Infrascale Messaging application & database
Infrascale Backup Windows application (also known as OBRM and SOS Online Backup)
Infrascale Backup Mac application (also known as OBRM for Mac and SOS for Mac)
SOS for Android
SOS for iPhone
EndGuard for iPhone
EndGuard for Android
FileLocker for iPhone
FileLocker for Android
FileLocker for Windows Phone
FileLocker for Windows
FileLocker for OSX
FileLocker Web Application
FileLocker Virtual Appliance (also called FileLocker Private Cloud)
Infrascale Backup Virtual Appliance (also called SOS Private Cloud)
EVS Physical Backup & Recovery
EVS Deduplication
EVS Replication
EVS VMware Backup & Recovery
EVS Cloud Services

**EXHIBIT B**

**Patents**

**Description**

**Registration/  
Application  
Number**

**Registration/  
Application  
Date**

**See Attached**

PATENTS

Matter ID	Matter Description	Matter		Application		Publication Number	Publication Date	Patent / Registration Number	Issue / Registration Date	Expiration / Renewal Date	Next Item Due Date	Next Item Due Description
		Status	Attorney Notes	Number	Filing Date							
2883-005	System and Method for Transmitting Needed Portions of a Data File Between Networked Computers	Issued	Appeal No: 2014003093	12/464,785	5/12/2009	US-2010-0293142-A1	11/18/2010	9,419,501	8/16/2016	5/28/2033	5/16/2017	Last day any person may file a request for inter partes review. Last day any person may file a petition for post-grant review.
2883-007	Conserving File System with Backup and Validation	Issued		11/385,976	3/21/2006	US 2006-0259587-A1	11/16/2006	7,966,495	6/21/2011	4/14/2030	6/21/2018	Earliest date allowed to pay 2nd Maintenance Fee.
2883-003.TM	CLOUDBOOT	Pending		86/526,474	2/6/2015	n/a	n/a	n/a	n/a	n/a	3/23/2017	Petition to Revive Due

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

See Attached

**COPYRIGHTS & TRADEMARKS**

<b>UNREGISTERED MARKS</b>					
SOS			UNREGISTERED WORDMARK/SERVICE MARK		
SAFE OFFSITE			UNREGISTERED WORDMARK/SERVICE MARK		
SOS COLLABORATE			UNREGISTERED WORDMARK/SERVICE MARK		
SERVERSAVE			UNREGISTERED WORDMARK/SERVICE MARK		
Protect, Access, Share					
<b>REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS</b>					
Mark	Serial/Registration Number	Class	Country	Owner	Status
INFRASCALE	85788795	042	US	Infrascale, Inc.	Pending on the principal register
ENDGUARD	86152238	009; 042	US	Infrascale, Inc.	Pending on the principal register
FILELOCKER	4,490,293	009; 042	US	Infrascale, Inc.	Registered.
FILELOCKER	1157974	009; 042	UK	Infrascale, Inc.	Registered. Principal Register.
SOS ONLINE BACKUP	4,360,624	009; 042	US	SOS Online Backup, Inc.	Registered. Principal Register.
SOS ONLINE BACKUP	1142963	009; 042	UK	SOS Online Backup, Inc.	Registered. Principal Register.
EVERSYNC	85/574,084	039; 042	US	Infrascale, Inc.	Assigned by Eversync Solutions, Inc.
EVERSYNC	85/574,046	009,	US	Infrascale, Inc.	Assigned by Eversync Solutions, Inc.
REVINETIX	3,590,003	009; 021; 023; 036; 038	US	Infrascale, Inc.	Assigned by Eversync Solutions, Inc.
DISK2DISK2DISK	3,555,558	009; 021; 023; 036; 038	US	Infrascale, Inc.	Assigned by Eversync Solutions, Inc.
D2D2D	3,555,557	009; 021; 023; 036; 038	US	Infrasclae, Inc.	Assigned by Eversync Solutions, Inc.
INFRASCALE	4,586,782	42	US	Infrascale, Inc.	Registered.

<b>UNREGISTERED MARKS</b>	
SOS	UNREGISTERED WORDMARK/SERVICE MARK
SAFE OFFSITE	UNREGISTERED WORDMARK/SERVICE MARK
SOS COLLABORATE	UNREGISTERED WORDMARK/SERVICE MARK
SERVERSAVE	UNREGISTERED WORDMARK/SERVICE MARK
Protect, Access, Share	

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.