

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM454592

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DataCore Software Corporation		12/14/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	78314378	SANMELODY	
Serial Number:	78106986	DATACORE	
Serial Number:	76035739	SANVANTAGE	
Serial Number:	75655036	DATACORE	
Serial Number:	75766193	SANCENTRAL	
Serial Number:	75743364	SANSYMPHONY	
Serial Number:	87430544	MAXPARALLEL	
Serial Number:	87032766	SANSYMPHONY	
Serial Number:	87032755	DATACORE	
CORRESPONDENCE DATA			
Fax Number:	7033826486		
<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:	7033826485		
Email:	DHall@VLPLawGroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street, Unit 200		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		

OP \$240.00 78314378

SIGNATURE:	/DavisHall/
DATE SIGNED:	12/14/2017
Total Attachments: 9 source=SVB_DataCore_A&R_IPSA_12-14-17#page1.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page2.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page3.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page4.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page5.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page6.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page7.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page8.tif source=SVB_DataCore_A&R_IPSA_12-14-17#page9.tif	

**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of December 14, 2017 by and between SILICON VALLEY BANK (“Bank”) and DATACORE SOFTWARE CORPORATION (“Grantor”).

RECITALS

A. Bank 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 Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated December 4, 2013 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank 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 Bank 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.

C. Bank and Grantor have entered into that certain Intellectual Property Security Agreement dated as of September 27, 2006 (the “Prior IP Agreement”).

D. Grantor has changed its name since the date of the Prior IP Agreement and has developed and/or acquired addition intellectual property since the date of the Prior IP Agreement.

E. This Agreement amends and restates the Prior IP Agreement in its entirety.

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 Bank 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 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 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 Bank.

Grantor hereby authorizes Bank 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.

3. 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 Bank 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 Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DATA CORE SOFTWARE CORPORATION


By: MARTIN B. C. [unclear]
Title: CFO

BANK:

SILICON VALLEY BANK

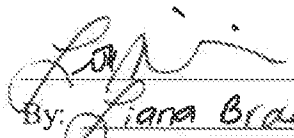

By: Lara Brandli
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
DataCore Software Parallel Server 1.0.	TXu002048478	06-12-2013
DataCore VDS: The Virtual Desktop Server.	TX0007761921	06-12-2013
DataCore VDS: The Virtual Desktop Server, Version 2.0.	TX0008114814	02-02-2015
[DCS storage management software]	TX0005501940	06-27-2001
SANmaestro Version 2.0.	TX0007357095	06-24-2010
SANmelody 2.0.2.	TXu001602542	06-15-2010
SANmelody 2.0.2 / by DataCore Software Corporation.	TX0006788121	06-15-2010
SANmelody 3.0.	TX0007174935	06-09-2009
SANSymphony 5.1	TX0005776565	06-16-2003
SANSymphony 6.0.	TXu001602578	12-24-2007
SANSymphony 7.0.	TX0007174931	06-09-2009
SANSymphony storage networking software : version 4.0.	TX0005417771	10-09-2001
SANSymphony-V 10.	TX0007942604	08-27-2014
SANSymphony-V 9.0.	TX0007595658	09-28-2012
SANSymphony-V R8.	TX0007340454	03-15-2011
SANSymphony : version 5.0.	TX0005436480	02-13-2002
SANSymphony Version 6.0.	TX0007506757	06-14-2010
Traveller 2.0.	TXu001602561	12-24-2007
Traveller 2.0 / by Datacore Software Corporation.	TX0006772534	08-03-2009
Uptempo 1.3.	TXu001602533	12-24-2007
Uptempo 1.3 / by Datacore Software Corporation.	TX0006772535	08-03-2009
SANmaestro 2.0.	TXu001602537	12-24-2007

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NETWORK MANAGED VOLUMES	9344235	05-17-2016
	10165746	06-07-2002
METHODS AND APPARATUS FOR POINT-IN-TIME VOLUMES	8010756	08-30-2011
	10893477	07-15-2004
APPLICATION PERFORMANCE ACCELERATION	7752386	07-06-2010
	11319734	12-29-2005
METHOD AND APPARATUS FOR ASYNCHRONOUS MIRRORING USING TCP/IP INTERNET PROTOCOL	7707272	04-27-2010
	09910662	07-20-2001
APPARATUS AND METHOD FOR USING STORAGE DOMAINS FOR CONTROLLING DATA IN STORAGE AREA NETWORKS	7222176	05-22-2007
	09649120	08-28-2000
SCSI TRANSPORT PROTOCOL VIA TCP/IP USING EXISTING NETWORK HARDWARE AND SOFTWARE	7177912	02-13-2007
	10035790	12-24-2001
METHODS AND APPARATUS FOR POINT-IN-TIME VOLUMES	6799258	09-28-2004
	10044327	01-10-2002
APPARATUS AND METHOD FOR PROVIDING DIRECT LOCAL ACCESS TO FILE LEVEL DATA IN CLIENT DISK IMAGES WITHIN STORAGE AREA NETWORKS	6606651	08-12-2003
	09565171	05-03-2000
METHODS AND APPARATUS FOR POINT-IN-TIME VOLUMES	8417905	04-09-2013
	20120078856	03-29-2012
	13217417	08-25-2011
APPARATUS AND METHOD FOR USING STORAGE DOMAINS FOR CONTROLLING DATA IN STORAGE AREA NETWORKS	7568037	07-28-2009
	20070214268	09-13-2007
	11797955	05-09-2007
METHOD, COMPUTER PROGRAM PRODUCT AND APPARATUS FOR ACCELERATING RESPONSES TO REQUESTS FOR TRANSACTIONS INVOLVING DATA OPERATIONS	9411518	08-09-2016
	20150186050	07-02-2015
	14513840	10-14-2014

COLLABORATION BETWEEN DISCRETE SYSTEMS AND A SHARED SYSTEM TO CONSOLIDATE SHARED STORAGE-RELATED SERVICES	9519431 14523038	12-13-2016 10-24-2014
COLLABORATION BETWEEN DISCRETE SYSTEMS AND A SHARED SYSTEM TO CONSOLIDATE SHARED STORAGE-RELATED SERVICES	8874746 12926307	10-28-2014 11-09-2010
METHOD, COMPUTER PROGRAM PRODUCT AND APPARTUS FOR ACCELERATING RESPONSES TO REQUESTS FOR TRANSACTIONS INVOLVING DATA OPERATIONS	8862813 12828892	10-14-2014 07-01-2010
DATA CONSOLIDATION USING A COMMON PORTION ACESIBLE BY MULTIPLE DEVICES	8706935 13441150	04-22-2014 04-06-2012
SCSI TUNNELING PROTOCOL VIA TCP/IP USING EXISTING NETWORK HARDWARE AND SOFTWARE	7627643 11657545	12-01-2009 01-25-2007
DATA CONSOLIDATION USING A COMMON PORTION ACESIBLE BY MULTIPLE DEVICES	8886857 20140304468 14199492	11-11-2014 10-09-2014 03-06-2014
METHODS AND APPARATUS FOR POINT-IN-TIME VOLUMES	9087013 20140019696 13827106	07-21-2015 01-16-2014 03-14-2013

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SANMELODY	3012086	11-01-2005
	78314378	10-16-2003
DATACORE	2747131	08-05-2003
	78106986	02-05-2002
SANVANTAGE	2625960	09-24-2002
	76035739	04-27-2000
DATACORE	2672485	01-07-2003
	75655036	03-05-1999
SANCENTRAL	2488736	09-11-2001
	75766193	08-02-1999
SANSYMPHONY	2632230	10-08-2002
	75743364	06-28-1999
MAXPARALLEL	87430544	04-28-2017
SANSYMPHONY	5267179	08-15-2017
	87032766	05-11-2016
DATACORE	5267178	08-15-2017
	87032755	05-11-2016

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		