

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463006

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PD MANAGEMENT HOLDINGS, INC.		02/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 Sand Hill Road, Suite 150		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86655899	PD PRIMARYDATA	
CORRESPONDENCE DATA			
Fax Number:	3103177331		
<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:	310.284.6182		
Email:	mrostovtsev@mwe.com, cvicino@mwe.com		
Correspondent Name:	Michael Rostovtsev		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	2049 Century Park East, Suite 3800		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Michael Rostovtsev		
SIGNATURE:	/Michael Rostovtsev/		
DATE SIGNED:	02/22/2018		
Total Attachments: 10			
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated as of February 21, 2018, by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company and PD MANAGEMENT HOLDINGS, INC., a Delaware corporation.

The words “We”, “Us”, or “Our”, refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words “You” or “Your” refers to the grantor, which is PD MANAGEMENT HOLDINGS, INC., and not any individual. The words “the Parties” refers to both TRIPLEPOINT CAPITAL LLC and PD MANAGEMENT HOLDINGS, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated as of February 21, 2018 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the “Intellectual Property Collateral”), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include any intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon the filing and acceptance of any intent-to-use trademark application, such intent-to-use application shall immediately be considered Intellectual Property Collateral.

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TRADEMARK
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You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, or that have been assigned to You, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our reasonable request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may reasonably request, and take all further action that may be reasonably necessary, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies 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 Us as a matter of law or equity. Each of Our rights, powers and remedies 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 Us 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 Us, of any or all other rights, powers or remedies.

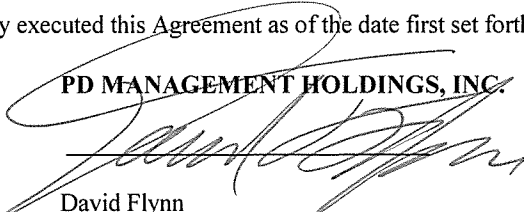
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: **PD MANAGEMENT HOLDINGS, INC.**
Signature: 
Print Name: David Flynn
Title: Chief Executive Officer

Us: **TRIPLEPOINT CAPITAL LLC**
Signature: _____
Print Name: _____
Title: _____

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

You: PD MANAGEMENT HOLDINGS, INC.

Signature: _____

Print Name: David Flynn

Title: Chief Executive Officer

Us: TRIPLEPOINT CAPITAL LLC

Signature: _____

Print Name: SAJAL SRIVASTAVA

Title: PRESIDENT

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between PD Management Holdings, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

Title	Recorded Owner	App. No.	App. Date	Status
Managing Objects Stored in Storage Devices Having a Concurrent Retrieval Configuration	PrimaryData, Inc.	61/585283	1/11/2012	Provisional Application - Expired
Managing Objects Stored in Storage Devices Having a Concurrent Retrieval Configuration	PrimaryData, Inc.	13/733166	1/3/2013	Abandoned
Methods and System for Efficient Lifecycle Management of Storage Controller	Amit Golander (Inventor) did not assign to Tonian, Inc. Name Change recorded	61/604017	2/28/2012	Provisional Application - Expired
Methods and System for Efficient Lifecycle Management of Storage Controller	PrimaryData, Inc.	13/781170	2/28/2013	Abandoned
File Migration in a Network File System	PrimaryData, Inc.	61/654885	6/3/2012	Provisional Application - Expired
File Migration in a Network File System	PrimaryData, Inc.	13/900566	5/23/2012	Abandoned
Out of Band Methods and System of Acquiring Access	PrimaryData, Inc.	61/665333	6/28/2012	Provisional Application - Expired
Out of Band Methods and System of Acquiring Access Date in a Parallel Access Network File System and Methods of Using Such Access Data	Tonian Inc.	13/925889	6/25/2013	Abandoned

Title	Recorded Owner	App. No.	App. Date	Status
Storage Pools Management and/or Presentation	PrimaryData, Inc.	61/729605	11/25/2012	Provisional Application-Expired
Storage Pools Management and/or Presentation	Tonian Inc.	14/088478	11/25/2013	Abandoned
Methods and Systems for Creating Snapshots and Clones in a Parallel Access Network File System	Not published - unable to confirm details	61/830103	6/2/2013	Provisional Application-Expired
Managing Stripes Across Low-Latency Storage Arrays	Not Published - unable to confirm details	61/830183	6/3/2013	Provisional Application-Expired
Load-Balancing That Avoids Temporal Locality in Out-of-Band Scal-Out Network Attached Storage	Not Published - unable to confirm details	61/858131	7/25/2013	Provisional Application-Expired
Methods and System for Incorporating a Direct Attached Storage to a Network Attached Storage	Amit Golander David Flynn Ben Zion Halevy (Inventors)	14/154220	1/14/2014	Abandoned
Data-Centric Data Storage	Not Published - unable to confirm details	61/081555	11/18/2014	Provisional Application - Expired
Data-Centric Data Storage	David Flynn (Inventor)	14/946770	11/19/2015	Abandoned
Data-Centric Data Storage	David Flynn (Inventor)	15/276075	9/26/2016	Pending

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between PD Management Holdings, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Recorded Owner	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status	Comments
Pd PrimaryData	PrimaryData, Inc.	United States	86/655899	6/9/2015			Pending (Intent-to-Use)	
Pd PrimaryData	PrimaryData, Inc.	Canada	1758545	12/8/2015			Pending	
Pd PrimaryData	PrimaryData, Inc.	International Registration	1288201	12/10/2015	1288201	12/10/2015	Registered	Extension of Protection under the Madrid Protocol to Australia, New Zealand, and the EU
	PrimaryData, Inc	Australia	1288201 (National No. 1753193)	12/10/2015	1288201 (National No. 1753193)	12/10/2015	Registered	
	PrimaryData, Inc	New Zealand	1288201 (National No. 1037595)	12/10/2015	1288201 (National No. 1037595)	12/10/2015	Registered	

Trademark	Recorded Owner	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date	Status	Comments
	PrimaryData, Inc	EU	1288201	12/10/2015	1288201	12/10/2015	Registered	

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between PD Management Holdings, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
	We have a copyright in each of our design documents and all of our source code. These automatically attach by U.S. copyright law and do not need to be registered unless an infringement suit is being filed.		

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
None.		