

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484675

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Actifio, Inc.		08/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Crestline Direct Finance, L.P., as Collateral Agent for benefit of the Secured Parties		
Street Address:	c/o Crestline Investors, Inc., 201 Main Street		
Internal Address:	Suite 1900		
City:	Fort Worth		
State/Country:	TEXAS		
Postal Code:	76102		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87387777	ENTERPRISE DATA-AS-A-SERVICE	
Registration Number:	4050274	ACTIFIO	
Registration Number:	4165467	ANYIT	
Registration Number:	4239395	DEDUP ASYNC	
Registration Number:	5318284	ONVAULT	
Registration Number:	4195448	VDP	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		

OP \$165.00 87387777

DATE SIGNED:	08/03/2018
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 2, 2018 (“Agreement”), between Actifio, Inc., a Delaware corporation (together with its successors and assigns, the “Assignor”), and Crestline Direct Finance, L.P., as Collateral Agent, for the benefit of the Secured Parties:

RECITALS:

WHEREAS, this Agreement is made pursuant to the Credit and Guaranty Agreement, dated as of August 2, 2018 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), by and among Actifio, Inc., certain subsidiaries of Actifio, Inc., the Lenders party thereto from time to time, and Crestline Direct Finance, L.P., as Administrative Agent, Collateral Agent and Sole Lead Arranger; and

WHEREAS, in connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of August 2, 2018 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other grantors named therein and the Collateral Agent, pursuant to which the Assignor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, assignment of and lien on the Collateral described therein;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent and the other Secured Parties as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby assigns, transfers, conveys and grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all Trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all applications for the registration of Trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States of America;
- (iv) all Trademarks, trade names and service marks registered with any office, agency or other governmental authority of any country (other than the United States of America) or any province, department or other governmental subdivision thereof;
- (v) all registrations and recordings with respect to any of the foregoing;
- (vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Collateral Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement;

(viii) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(ix) all rights to sue for past, present or future infringements of any of the foregoing;

(x) all goodwill related to any of the foregoing;

(xi) to the extent not included above, all General Intangibles of the Assignor related to the foregoing; and

(xii) all Proceeds of any and all of the foregoing; provided that the foregoing does not include any intent-to-use trademark application filed in the United States to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications or the trademark that is the subject thereof under applicable law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

Section 4. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST OR THE REMEDIES HEREUNDER IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

Section 5. **JURY TRIAL WAIVER. THE ASSIGNOR HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT) OR ANY DEALINGS RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY**

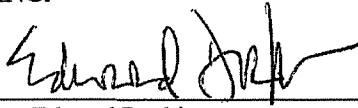
COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE CREDIT DOCUMENTS, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

Section 6. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first written above.

ACTIFIO, INC.

By: 
Name: Edward Durkin
Title: Chief Financial Officer

[Actifio – Trademark Security Agreement]


TRADEMARK
REEL: 006421 FRAME: 0802

Accepted and acknowledged by:

CRESTLINE DIRECT FINANCE, L.P., as
Collateral Agent

By: Crestline Direct Finance (GP), L.L.C.,
its general partner

By: Crestline Investors, Inc.,
its manager

By: 
Name: John S. Cochran
Title: Vice President

Pending Trademark Applications

<u>Mark</u> <u>(Application Pending)</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
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ENTERPRISE DATA- AS-A-SERVICE	United States	87/387777	03/27/17
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<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>
ACTIFIO	United States	4050274	11/01/11
ANYIT	United States	4165467	06/26/12
DEDUP ASYNC	United States	4239395	11/06/12

ONVAULT	United States	5318284	10/24/17
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<u>Mark</u>	<u>Country</u>	<u>Regis. No.</u>	<u>Regis. Date</u>
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VDP	United States	4195448	08/21/12
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