

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EXAGRID SYSTEMS, INC.		09/18/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD, MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85822118	EXAGRID	
Serial Number:	77391869	EXAGRID	
Serial Number:	76435811	EXAGRID	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	agomez@buchalter.com		
Correspondent Name:	ANGIE GOMEZ		
Address Line 1:	1000 Wilshire Boulevard, Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
NAME OF SUBMITTER:	ANGIE GOMEZ		
SIGNATURE:	/ANGIE GOMEZ/		
DATE SIGNED:	09/28/2018		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 17, 2018 by and between COMERICA BANK ("Bank") and EXAGRID SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has 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 Amended and Restated Loan and Security Agreement, dated March 6, 2015 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein and not otherwise defined are used as defined in the Loan Agreement).

B. Bank has made and 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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.

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 Grantor and Bank, 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 Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), 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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, 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 rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

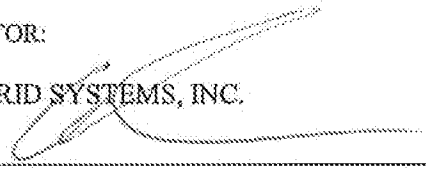
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

2000 West Park Drive
Westborough, Massachusetts 01581
Attn: Jackson Burritt
Fax: (508) 898-2401

GRANTOR:

EXAGRID SYSTEMS, INC.

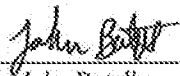
By: 
Name: Bill Andrews
Title: Chief Executive Officer

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

BANK:

COMERICA BANK

By: 
Name: John Botelho
Title: Vice President

With a copy to:

Comerica Bank
100 Federal Street, 28th Floor
Boston, Massachusetts 02110
Attn: Garth Gorrall
FAX: (617) 757-6351

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
No known registered copyrights		

EXHIBIT B

Patents

No	Liens/Status	Owner	Patent Title	Application No./ Patent. No.	File Date/ Issue Date
1.	<p>Issued</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 12/15/2003</p> <p>Reel/Frame: 014794/0776</p> <p>Assignee: ExaGrid Systems, Inc.</p>	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR STORAGE SYSTEM TO PROVIDE DISTRIBUTED DATA STORAGE AND PROTECTION	10658978/ 7248140	9/10/2003/ 7/17/2007
2.	<p>Issued</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 12/15/2003</p> <p>Reel/Frame: 014796/0500</p> <p>Assignee: ExaGrid Systems, Inc.</p>	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR MANAGING DATA INTEGRITY OF BACKUP AND DISASTER RECOVERY DATA	10659128/ 7248275	9/10/2003/ 7/17/2007
3.	<p>Issued</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 12/15/2003</p> <p>Reel/Frame: 014794/0793</p> <p>Assignee: ExaGrid Systems, Inc.</p>	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR SERVER SHARE MIGRATION AND SERVER RECOVERY USING HIERARCHICAL STORAGE MANAGEMENT	10659642/ 7593968	9/10/2003/ 9/22/2009
4.	<p>Issued</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 12/15/2003</p> <p>Reel/Frame: 014796/0389</p>	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR INTEGRATING PRIMARY DATA STORAGE WITH LOCAL AND REMOTE DATA PROTECTION	10659129/ 7925623	9/10/2003/ 4/12/2011

No	Liens/Status	Owner	Patent Title	Application No./ Patent. No.	File Date/ Issue Date
	Assignee: ExaGrid Systems, Inc.				
5.	Issued Brief: Assignment of Assignors Interest Recorded: 3/7/2013 Reel/Frame: 029945/0904 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR CONTENT-AWARE AND ADAPTIVE DEDUPLICATION	12465281/ 8412848	5/29/2009/ 4/02/2013
6.	Issued Brief: Assignment of Assignors Interest Recorded: 3/30/2012 Reel/Frame: 027966/0253 Assignee: ExaGrid Systems, Inc. Brief: Corrective Assignment Recorded: 4/4/2012 Reel/Frame: 027991/0879 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	SYSTEMS AND METHODS FOR MANAGING DELTA VERSION CHAINS	13434306/ 8589363	3/29/2012/ 11/19/2013
7.	Issued Brief: Assignment of Assignors Interest Recorded: 3/28/2013 Reel/Frame: 030108/0547 Assignee: ExaGrid Systems,	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR CONTENT-AWARE AND ADAPTIVE DEDUPLICATION	13852562/ 8812738	3/28/2013/ 6/19/2014

No	Liens/Status	Owner	Patent Title	Application No./ Patent. No.	File Date/ Issue Date
	Inc.				
8.	<p>Issued</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 8/19/2015</p> <p>Reel/Frame: 036363/0179</p> <p>Assignee: ExaGrid Systems, Inc.</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 8/19/2015</p> <p>Reel/Frame: 036449/0289</p> <p>Assignee: ExaGrid Systems, Inc.</p>	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR CONTENT-AWARE AND ADAPTIVE DEDUPLICATION	14444700/ 9223794	7/28/2014/ 12/29/2015
9.	<p>Issued</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 11/19/2013</p> <p>Reel/Frame: 031633/0457</p> <p>Assignee: ExaGrid Systems, Inc.</p>	ExaGrid Systems, Inc.	ADAPTIVE SCHEDULED PERIODIC CACHING	14084136/ 9223812	11/19/2013/ 12/29/2015
10.	<p>Issued</p> <p>Brief: Assignment of Assignors Interest</p> <p>Recorded: 11/18/2013</p> <p>Reel/Frame: 031623/0772</p> <p>Assignee: ExaGrid Systems, Inc.</p>	ExaGrid Systems, Inc.	SYSTEMS AND METHODS FOR MANAGING DELTA VERSION CHAINS	14082921/ 9430546	11/18/2013/ 8/30/2016

No	Liens/Status	Owner	Patent Title	Application No./ Patent. No.	File Date/ Issue Date
11.	Issued Brief: Assignment of Assignors Interest Recorded: 2/18/2015 Reel/Frame: 035036/0785 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	MULTI-LEVEL DEDUPLICATION	14625112/ 9703797	02/18/2015/ 7/11/2017
12.	Pending Brief: Assignment of Assignors Interest Recorded: 4/14/2006 Reel/Frame: 017792/0535 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	METHOD AND APPARATUS FOR EFFICIENTLY STORING AND MANAGING HISTORICAL VERSIONS AND REPLICAS OF COMPUTER DATA FILES	11404294	4/14/2006
13.	Pending Brief: Assignment of Assignors Interest Recorded: 10/13/2011 Reel/Frame: 027058/0850 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	SYSTEMS AND METHODS FOR VERSION CHAIN CLUSTERING	13273080	10/13/2011
14.	Pending Brief: Assignment of Assignors Interest Recorded: 8/7/2013	ExaGrid Systems, Inc.	DELTA VERSION CLUSTERING AND RE-ANCHORING	13961259	8/7/2013

No	Liens/Status	Owner	Patent Title	Application No./ Patent. No.	File Date/ Issue Date
	Reel/Frame: 030981/0950 Assignee: ExaGrid Systems, Inc.				
15.	Pending Brief: Assignment of Assignors Interest Recorded: 2/27/2015 Reel/Frame: 035048/0783 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	SCALABLE GRID DEDUPLICATION	14633366	2/27/2015
16.	Pending Brief: Assignment of Assignors Interest Recorded: 5/21/2015 Reel/Frame: 035692/0526 Assignee: ExaGrid Systems, Inc. Brief: Assignment of Assignors Interest Recorded: 5/24/2018 Reel/Frame: 045897/0295 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	DYNAMIC AND OPTIMIZED MANAGEMENT OF GRID SYSTEM RESOURCES	14718702	5/21/2015
17.	Pending Brief: Assignment of Assignors Interest Recorded:	ExaGrid Systems, Inc.	PARALLELIZING AND DEDUPLICATING BACKUP DATA	14825322	8/13/2015

No	Liens/Status	Owner	Patent Title	Application No./ Patent. No.	File Date/ Issue Date
	8/13/2015 Reel/Frame: 036318/0508 Assignee: ExaGrid Systems, Inc.				
18.	Pending Brief: Assignment of Assignors Interest Recorded: 8/19/2015 Reel/Frame: 036359/0467 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	ADAPTIVE BANDWIDTH MANAGEMENT OF A REPLICATION PROCESS	14828885	8/19/2015
19.	Pending Brief: Assignment of Assignors Interest Recorded: 4/7/2017 Reel/Frame: 041933/0601 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	NEXT-LEVEL MULTI-LEVEL DEDUPLICATION	16482376	4/07/2017
20.	Pending Brief: Assignment of Assignors Interest Recorded: 6/12/2017 Reel/Frame: 042679/0430 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	MULTI-LEVEL DEDUPLICATION	15620246	6/12/2017

EXHIBIT C

Trademarks

No	Liens/Status	Owner	Trademark Title	Serial No./ Registration. No.	File Date/ Date Registered
21.	Registered None	ExaGrid Systems, Inc.	EXAGRID	85822118/ 4672278	January 14, 2013/ January 13, 2015
22.	Registered None	ExaGrid Systems, Inc.	EXAGRID	77391889/ 3785323	February 7, 2008/ May 4, 2010
23.	Registered Brief: Change of Name Recorded: 5/12/2003 Reel/Frame: 2733/0464 Assignee: ExaGrid Systems, Inc.	ExaGrid Systems, Inc.	EXAGRID	76435811/ 2989981	July 30, 2002/ August 30, 2005