

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM492022

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DELPHIX CORP.		09/28/2018	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	SILICON VALLEY BANK
<b>Street Address:</b>	3003 Tasman Drive
<b>Internal Address:</b>	HF 150
<b>City:</b>	Santa Clara
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95054
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
<b>Registration Number:</b>	4023717	LOGSYNC
<b>Registration Number:</b>	3768914	DELPHIX
<b>Serial Number:</b>	77944256	DELPHIX

## CORRESPONDENCE DATA

Fax Number: 8004947512

*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.*

Phone: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: Cogency Global Inc.

Address Line 4: Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F179621 DELPHIX AR TM
<b>NAME OF SUBMITTER:</b>	Andrew Nash
<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	10/01/2018

**Total Attachments: 9**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of September 28, 2018 by and between (i) **SILICON VALLEY BANK** (“Bank”) and (ii) **DELPHIX CORP.** (“Grantor”). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of February 28, 2017 between Grantor and Bank.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) constituting Collateral to secure the obligations of Grantor to Bank.

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.

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 the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure the Obligations, 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 constituting Collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following, in each case, solely to the extent constituting Collateral:

(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 service mark 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, 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.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

GRANTOR:

DELPHIX CORP.

By:   
Name: Stewart Grierson  
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

GRANTOR:

DELPHIX CORP.

By: \_\_\_\_\_  
Name:  
Title:

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
De-duplication based backup of file systems	9514140	09-27-2013
Customizable storage system for virtual databases	9436556	07-02-2014
Virtual database rewind	9396074	07-07-2014
Interfacing with a virtual database system	9389962	12-17-2014
Adaptive resource management using survival minimum resources for low priority consumers	9106591	12-24-2009
Datacenter workflow automation scenarios using virtual databases	9037612	10-21-2013
Virtual database system	9037543	12-16-2011
Interfacing with a virtual database system	8949186	05-14-2013
Creating validated database snapshots for provisioning virtual databases	8788461	10-4-2012
Datacenter workflow automation scenarios using virtual databases	8566361	12-9-2011
De-duplication based backup of file systems	8548944	07-14-2011
Datacenter workflow automation scenarios using virtual databases	8161077	10-21-2009
Virtual database system	8150808	10-21-2009
Version control of applications	14/258018	04-22-2014
Datacenter workflow automation scenarios using virtual databases	14/684291	04-10-2015
Creating validated database snapshots for provisioning virtual databases	14/274614	05-09-2014
Retrieving point-in-time copies of a source database for creating virtual databases	14/052580	10-11-2013
Interfacing with a virtual database system	8468174	06-18-2013
Retrieving point-in-time copies of a source database for creating virtual databases	13/799644	03-13-2013
Remote provisioning of virtual databases	14/326664	07-09-2014
Virtual partitions in virtual databases	14/657708	03-13-2015
Virtual database system	14/715323	05-18-2015
Adaptive resource management	14/794228	07-08-2015
Managing transformations of snapshots in a storage system	10025528	07-17-2018
Replicating snapshots from a source storage system to a target	9600193	03-21-2017

storage system		
Interfacing with a virtual database system	9778992	10-03-2017
Creating secure virtual databases storing masked data	10083196	09-25-2018
Managing storage devices in a distributed storage system	62/253095	11-08-2016
Managing transformations of snapshots in a storage system	62/281127	01-20-2016

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
LOGSYNC	85074731	4023717	09-06-2011
DELPHIX	77649689	3768914	03-30-2010
DELPHIX	77944256	N/A	

EXHIBIT D

Mask Works

None.