

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497474

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Short Form Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| StorCentric, Inc. | | 11/08/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Gordon Brothers Finance Company, as Agent | | |
| Street Address: | 800 Boylston Street, 27th Floor | | |
| City: | Boston | | |
| State/Country: | MASSACHUSETTS | | |
| Postal Code: | 02199 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88150304 | STORCENTRIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6173417701 | | |
| <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: | 617-951-8132 | | |
| Email: | linda.salera@morganlewis.com | | |
| Correspondent Name: | Linda A. Salera, Senior Paralegal | | |
| Address Line 1: | One Federal Street | | |
| Address Line 2: | c/o Morgan, Lewis & Bockius LLP | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| NAME OF SUBMITTER: | Linda A. Salera | | |
| SIGNATURE: | /Linda A. Salera/ | | |
| DATE SIGNED: | 11/08/2018 | | |
| Total Attachments: 5 | | | |
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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “Short Form Agreement”) is entered into on November 8, 2018, by and among StorCentric, Inc. (the “Grantor”) and Gordon Brothers Finance Company, in its capacity as agent pursuant to the Credit Agreement (as defined in the Intellectual Property Security Agreement referred to below) acting for and on behalf of the parties thereto as lenders and as otherwise provided therein (in such capacity, “Agent”).

WITNESSETH:

WHEREAS, the Grantor and Agent entered into an Intellectual Property Security Agreement dated as of August 16, 2018 (the “Intellectual Property Security Agreement”), by and among Drobo, Inc., a Delaware corporation (“Drobo”), StorCentric, Inc., a Delaware corporation (“Parent”, and together with Drobo, the “Borrowers”), Nexsan Corporation, a Delaware corporation (“Nexsan”), Nexsan Technologies Incorporated, a Delaware corporation (“Nexsan Tech”), and Connected Data, Inc., a California corporation (“Connected Data”), each of the other Grantors (as defined in the Intellectual Property Security Agreement) identified on the signature pages thereto, and Gordon Brothers Finance Company, in its capacity as agent pursuant to the Credit Agreement acting for and on behalf of the parties thereto as lenders (the “Lenders”) and as otherwise provided therein (in such capacity, “Agent”) and this Short Form Agreement is a supplement to said Intellectual Property Security Agreement; and

WHEREAS, this Short Form Agreement is executed for the purpose of filing a short form intellectual property security agreement with the United States Patent and Trademark Office (the “USPTO”), which sets forth each Grantor’s pledge of its intellectual property as a first priority security for the indebtedness that each Grantor owes to the Lenders as set forth in the Intellectual Property Security Agreement and all other loan documents.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration as set forth in the Intellectual Property Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Agent and Grantors hereby agree as follows:

1. GRANT OF SECURITY INTEREST

Each of the Grantors hereby grants to Agent a continuing security interest in, and a general lien upon, and a conditional assignment of, the following intellectual property:

- a. all of the now existing or hereafter acquired right, title and interest in and to all patents, trademarks, copyrights, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing, and any reissues, divisions, continuations, continuations-in-part, renewals, extensions, and/or reexaminations of any of the foregoing, as may at any time be filed in the USPTO or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other country, including, without limitation, those set forth on Schedule A; provided, however, such security interest shall not extend to any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect

thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein);

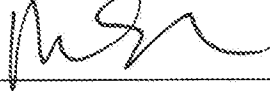
- b. all rights of any kind whatsoever accruing under any of the foregoing throughout the world;
- c. all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; and
- d. any and all claims and/or causes of actions with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and/or future infringement, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. MISCELLANEOUS

- a. Each of the Grantors authorizes the Commissioner for Patents and any other government officials to record this Short Form Agreement upon request of the Agent.
- b. This Short Form Agreement has been entered into pursuant to, and in conjunction with, the Intellectual Property Security Agreement. The rights and remedies of the Agent with respect to the security interest are as provided by the Intellectual Property Security Agreement, and nothing in this Short Form Agreement shall be deemed to limit such rights and remedies.
- c. This Short Form Agreement is binding on and shall inure to the benefit of the parties hereto, and their respective successors and assigns.
- d. All terms not expressly defined herein shall have the definitions ascribed to them in the Intellectual Property Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms, and/or provisions of this Short Form Agreement and the Intellectual Property Security Agreement, the definitions, terms, and/or provisions of the Intellectual Property Security Agreement shall control.

IN WITNESS WHEREOF, the undersigned have executed this Short Form Agreement as of the date first above written.

STORCENTRIC, INC.

By:  _____

Name: Mihir Shah

Title: President and Chief Executive Officer

[GBFC/Drobo-- Signature Page to Short Form IP Agreement]

TRADEMARK

REEL: 006478 FRAME: 0639

AGREED:

GORDON BROTHERS FINANCE COMPANY,
as Agent

By: 
Name: **David Vega**
Title: **Managing Director**

SCHEDULE A
TO
SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

UNITED STATES TRADEMARK APPLICATIONS

| <u>Name of Grantor</u> | <u>Jurisdiction</u> | <u>App No./Serial No.</u> | <u>Filing Date</u> | <u>Applicant</u> | <u>Mark</u> |
|------------------------|---------------------|---------------------------|--------------------|-------------------|-------------|
| StorCentric, Inc. | US | 88150304 | 10/10/2018 | StorCentric, Inc. | STORCENTRIC |