

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505335

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Zenoss, Inc.		01/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	M/C 7578, 39200 Six Mile Rd.		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	National Banking Association: TEXAS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86437236	OWN IT	
<b>Serial Number:</b>	86434041	ZENOSS	
<b>Serial Number:</b>	77434633	ZENOSS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	7033826485		
<b>Email:</b>	DHall@vlpplawgroup.com		
<b>Correspondent Name:</b>	Davis Hall		
<b>Address Line 1:</b>	1029 N Stuart Street		
<b>Address Line 2:</b>	Unit 200		
<b>Address Line 4:</b>	Arlington, VIRGINIA 22201		
<b>NAME OF SUBMITTER:</b>	Davis Hall		
<b>SIGNATURE:</b>	/DavisHall/		
<b>DATE SIGNED:</b>	01/10/2019		
<b>Total Attachments: 6</b>			
source=Comerica_Zenoss_Intellectual Property Security Agreement_Executed_1-10-19#page1.tif			
source=Comerica_Zenoss_Intellectual Property Security Agreement_Executed_1-10-19#page2.tif			
source=Comerica_Zenoss_Intellectual Property Security Agreement_Executed_1-10-19#page3.tif			

OP \$90.00 86437236

source=Comerica\_Zenoss\_Intellectual Property Security Agreement\_Executed\_1-10-19#page4.tif

source=Comerica\_Zenoss\_Intellectual Property Security Agreement\_Executed\_1-10-19#page5.tif

source=Comerica\_Zenoss\_Intellectual Property Security Agreement\_Executed\_1-10-19#page6.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of January 10, 2019 by and between COMERICA BANK ("Bank") and ZENOSS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. 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 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 Schedules 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.

GRANTOR:

Address of Grantor:

11305 Four Points Drive  
Building 1, Suite 300  
Austin, TX 78726

Attn: \_\_\_\_\_

ZENOSS, INC.

By:   
Name: J. Michael Lovell  
Title: Chief Financial Officer

BANK:

COMERICA BANK

Address of Bank:

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

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

With a copy to:

Comerica Bank

Attn: [Account Officer]

FAX: ( ) \_\_\_\_\_

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.

GRANTOR:

Address of Grantor:

11305 Four Points Drive  
Building 1, Suite 300  
Austin, TX 78726

Attn: \_\_\_\_\_

ZENOSS, INC.

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

BANK:

Address of Bank:

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

COMERICA BANK

By: Stephen Bitter  
Name: Stephen Bitter  
Title: Senior Vice President

With a copy to:

Comerica Bank  
300 W. Sixth Street, Suite 2250  
Austin, TX 78701  
Attn: Stephen Bitter  
FAX: (512) 472-7178

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND APPARATUS FOR ANALYZING A ROOT CAUSE OF A SERVICE IMPACT IN A VIRTUALIZED ENVIRONMENT	20130097183 13646978	04/18/2013 10/08/2012
METHOD AND APPARATUS FOR EVENT CORRELATION RELATED TO SERVICE IMPACT ANALYSIS IN A VIRTUALIZED ENVIRONMENT	8914499 20120215912 13396702	12/16/2014 08/23/2012 02/15/2012

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
OWN IT	4814704 86437236	09/15/2015 10/28/2014
ZENOSS	4814695 86434041	09/15/2015 10/24/2014
ZENOSS	3520441 77434633	10/21/2008 03/28/2008