

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516617

<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>
SCALE COMPUTING, INC.		03/29/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RUNWAY GROWTH CREDIT FUND INC.		
<b>Street Address:</b>	205 N. Michigan Ave., Suite 4200		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87624706	CLOUD UNITY	
<b>Serial Number:</b>	87624701	HC3 CLOUD UNITY	
<b>Registration Number:</b>	4450405	HC3	
<b>Registration Number:</b>	4210728	ICOS	
<b>Registration Number:</b>	4210721	ICOS TECHNOLOGY	
<b>Registration Number:</b>	3786454	SCALE COMPUTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	326420-119		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	03/29/2019		

CH \$165.00 87624706

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of March 29, 2019, among **SCALE COMPUTING, INC.**, a Delaware corporation, (“**Grantor**”) and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

### RECITALS

A. Grantor, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property constituting Collateral.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent a security interest in all of Grantor’s right, title and interest in its all of its Intellectual Property constituting Collateral. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property constituting Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property constituting Collateral with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

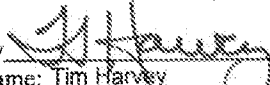
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

525 S. Meridian Street  
Suite 3E  
Indianapolis, IN 46225  
Attention: Chief Financial Officer

GRANTOR:

SCALE COMPUTING, INC.

By:   
Name: Tim Harvey  
Title: Chief Financial Officer and Secretary

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)  
Attention: Legal Reporting

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

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

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

525 S. Meridian Street  
Suite 3E  
Indianapolis, IN 46225  
Attention: Chief Financial Officer

GRANTOR:

SCALE COMPUTING, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

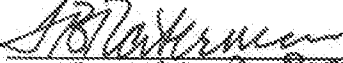
Title: \_\_\_\_\_

Address of Agent:

205 N Michigan Ave., Suite 4200  
Chicago, IL 60601  
Email: [legalreporting@runwaygrowth.com](mailto:legalreporting@runwaygrowth.com)  
Attention: Legal Reporting

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

By:  \_\_\_\_\_

Name: THOMAS B. KATZMAN

Title: CEO

EXHIBIT A  
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None			

## EXHIBIT B

## PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
Scale Computing, Inc.	PLACEMENT ENGINE FOR A BLOCK DEVICE	9348526	5/24/2016
Scale Computing, Inc.	DISTRIBUTED DYNAMIC SYSTEM CONFIGURATION	9847906	12/19/2017
Scale Computing, Inc.	RESOURCE MANAGEMENT IN A VIRTUAL MACHINE CLUSTER	9928092	3/27/2018
Scale Computing, Inc.	RECOVERY AFTER DATA LOSS IN A RELIABLE DISTRIBUTED COMPUTING SYSTEM	9703655	7/11/2017
Scale Computing, Inc.	METADATA CACHES IN A RELIABLE DISTRIBUTED COMPUTING SYSTEM	9830090	11/28/2017
Scale Computing, Inc.	REMOTE ACCESS LATENCY IN A RELIABLE DISTRIBUTED COMPUTING SYSTEM	10120594	11/6/2018
Scale Computing, Inc.	PLACEMENT ENGINE FOR A BLOCK DEVICE	9740627	8/22/2017
Scale Computing, Inc.	TASK DISPATCHER FOR BLOCK STORAGE DEVICES	10176023	1/8/2019
Scale Computing, Inc.	MANAGEMENT OF BLOCK STORAGE DEVICES BASED ON ACCESS FREQUENCY	15/349961	11/11/2016
Scale Computing, Inc.	TECHNIQUES FOR DISTRIBUTING TESTS AND TEST SUITES ACROSS A NETWORK	9104651	8/11/2015
Scale Computing, Inc.	DISTRIBUTED DYNAMIC SYSTEM CONFIGURATION	8949305	2/3/2015
Scale Computing, Inc.	VIRTUAL MACHINE RESOURCE DISPLAY	10019287	7/10/2018
Scale Computing, Inc.	TRANSFERRING VIRTUAL MACHINES AND RESOURCE LOCALIZATION IN A DISTRIBUTED FAULT- TOLERANT SYSTEM	9077665	7/7/2015
Scale Computing, Inc.	SHARED REFERENCE COUNTERS AMONG A PLURALITY OF VIRTUAL STORAGE DEVICES	9436386	9/6/2016
Scale Computing, Inc.	EFFICIENT MIGRATION OF VIRTUAL STORAGE DEVICES TO A REMOTE NODE USING	9542108	1/10/2017

SNAPSHOTS

Scale Computing, Inc.	Distributed Test Suite Tools	14/793,748	07/8/2015
Scale Computing, Inc.	Distributed Dynamic System Configuration	15/219,270	7/25/2016
Scale Computing, Inc.	Unified Hypervisor and Distributed Fault-Tolerant Storage	13/901,325	05/23/2013
Scale Computing, Inc.	Unified Hypervisor and Distributed Fault-Tolerant Storage	14/793,751	7/8/2015
Scale Computing, Inc.	Virtual Machine Resource Display	16/006,825	6/12/2018
Scale Computing, Inc.	Virtual Machine Automated Selection	13/841,748	05/23/2013
Scale Computing, Inc.	Cluster Computer Display 1	29/450,081	03/15/2013
Scale Computing, Inc.	Cluster Computer Display 3	29/450,089	03/15/2013
Scale Computing, Inc.	Cluster Computer Display 3	29/450,098	03/15/2013
Scale Computing, Inc.	Re-Duplication of De-Duplicated Files in a Fault-Tolerant Distributed Cluster	14/554,007	11/25/2014
Scale Computing, Inc.	Resource Management in a Virtual Machine Cluster	15/889,197	2/5/2018
Scale Computing, Inc.	Zero Memory Buffer Copying in a Reliable Distributed Computing System	10,089,011	10-02-2018
Scale Computing, Inc.	Zero Memory Buffer Copying in a Reliable Distributed Computing System	16/118,422	8/30/2018
Scale Computing, Inc.	Virtual Devices in a Reliable Distributed Computing System	14/554,017	11/25/2014
Scale Computing, Inc.	Unanticipated Operational Requirements in a Reliable Distributed Computing System	14/554,022	11/25/2014
Scale Computing, Inc.	Recovery After Data Loss in a Reliable Distributed Computing System	15/620,776	6/12/2017
Scale Computing, Inc.	Metadata Caches in a Reliable Distributed Computing System	15/794,015	10/26/2017
Scale Computing, Inc.	Remote access latency in a reliable distributed computing system	16/153,693	10/5/2018
Scale Computing, Inc.	Data Protection Implementation for Block Storage Devices	15/173,256	06-03-2016



EXHIBIT C

TRADEMARKS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION/ SERIAL NUMBER</u>	<u>REGISTRATION/ APPLICATION DATE</u>
Scale Computing, Inc.	CLOUD UNITY	87624706	9/27/2017
Scale Computing, Inc.	HC3 CLOUD UNITY	87624701	9/27/2017
Scale Computing, Inc.	HC3	4450405	12/17/2013
Scale Computing, Inc.	ICOS	4210728	9/18/2012
Scale Computing, Inc.	ICOS TECHNOLOGY	4210721	9/18/2012
Scale Computing, Inc.	SCALE COMPUTING	3786454	5/4/2010