

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518016

| | | | |
|-----------------------------------|--------------------------------------|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WESTERN ALLIANCE BANK | | 03/21/2019 | Corporation: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | IXSYSTEMS, INC. | | |
| Street Address: | 2490 Kruse Drive | | |
| City: | San Jose | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95131 | | |
| Entity Type: | Incorporated Association: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 22 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88322522 | TRUECOMMAND | |
| Serial Number: | 88141723 | TRUEVIEW | |
| Serial Number: | 88141703 | TRUEFLASH | |
| Serial Number: | 87442341 | | |
| Serial Number: | 87643337 | TRUESTOR | |
| Registration Number: | 5344153 | FREENAS TRAINING | |
| Registration Number: | 5257963 | PICO | |
| Registration Number: | 5209529 | TRUERACK | |
| Registration Number: | 5209499 | TRUECACHE | |
| Registration Number: | 5195719 | IX | |
| Registration Number: | 4328385 | PCBSD | |
| Registration Number: | 4320735 | TRUEOS | |
| Registration Number: | 4223229 | PCBSD | |
| Registration Number: | 4189064 | FREENAS | |
| Registration Number: | 4085179 | APPCAFE | |
| Registration Number: | 4128643 | | |
| Registration Number: | 4413835 | | |
| Registration Number: | 4410404 | TRUENAS | |
| Registration Number: | 3652379 | WARDEN | |

OP \$565.00 88322522

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 3322770 | IXSYSTEMS |
| Registration Number: | 3283958 | PCBSD |
| Registration Number: | 5291122 | FREENAS CORRAL |

CORRESPONDENCE DATA

Fax Number: 6502377235
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: 650-428-3900
Email: lblakely@gcalaw.com
Correspondent Name: Laura Blakely/GCA Law Partners LLP
Address Line 1: 2570 W. El Camino Real, Suite 400
Address Line 4: MOUNTAIN VIEW, CALIFORNIA 94040

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Laura Blakely |
| SIGNATURE: | /Laura Blakely/ |
| DATE SIGNED: | 04/08/2019 |

Total Attachments: 6
source=iXsystems IP Agreement executed#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 21, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and IXSYSTEMS, INC. ("Grantor"), is made with reference to the Business Financing Agreement, dated as of the date hereof (as amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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

GRANTOR:

IXSYSTEMS, INC.

By: [Signature]

Name: Mikel Jantz

Title: President & CEO

Address for Notices:

Attn:

2490 Kruse Drive

San Jose, CA 95131

Fax: 408 9434101

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: [Signature]

Name: Mike Calvella

Title: VP

Address for Notices:

Attn:

55 Almaden Blvd. Ste. 100



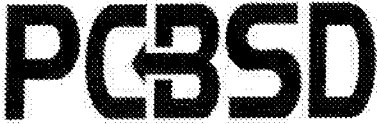

San Jose, CA 95113


Tel: (408) 423-8500

Fax: (408) 423-8520

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

| <u>Mark / Title:</u> | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>UPTO Reference Number:</u> | <u>Filing Date:</u> |
|---|----------------------------|----------------------------------|-------------------------------|---------------------|
| TrueCommand | 88322522 | | | 03/01/2019 |
| TrueView | 88141723 | | | 10/03/2018 |
| TrueFlash | 88141703 | | | 10/03/2018 |
|  | 87442341 | | | 05/09/2017 |
| TrueStor | 87643337 | | | 10/12/2017 |
| FreeNAS Training | 87181832 | 5344153 | | 09/23/2016 |
|  FreeNAS corral | 87379954 | 5291122 | | 03/21/2017 |
| PICO | 87253021 | 5257963 | | 12/01/2016 |
| TRUERACK | 87264732 | 5209529 | | 12/12/2016 |
| TrueCache | 87255046 | 5209499 | | 12/02/2016 |
| IX | 87212717 | 5195719 | | 10/24/2016 |
| PCBSD | 85739574 | 4328385 | | 09/26/2012 |
| TrueOS | 85707114 | 4320735 | | 08/17/2012 |
|  | 85462810 | 4223229 | | 11/02/2011 |
| FreeNAS | 85345160 | 4189064 | | 06/13/2011 |
| AppCafe | 85271518 | 4085179 | | 03/19/2011 |
|  | 85398782 | 4128643 | | 08/16/2011 |

| <u>Mark / Title:</u> | <u>U.S. Serial Number:</u> | <u>U.S. Registration Number:</u> | <u>UPTO Reference Number:</u> | <u>Filing Date:</u> |
|---|----------------------------|----------------------------------|-------------------------------|---------------------|
|  | 85834641 | 4413835 | | 01/28/2013 |
| TRUENAS | 85834618 | 4410404 | | 01/28/2013 |
| WARDEN | 77489158 | 3652379 | | 06/02/2008 |
| iXsystems | 77078995 | 3322770 | | 01/09/2007 |
| PCBSD | 77030740 | 3283958 | | 10/27/2006 |

