

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIVOT3, INC.		05/13/2019	Corporation: DELAWARE
NEXGEN STORAGE, INC.		05/13/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N Michigan Ave., Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5028035		
Serial Number:	86605137	NEX GEN	
Registration Number:	4432980	PIVOT3 VSTAC MANAGER	
Registration Number:	4227061	PIVOT3 VSTAC	
Registration Number:	3524133	PIVOT3	
Registration Number:	3524132	PIVOT3	
Registration Number:	3524111	PIVOT3	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	41569320000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	326420-120		
NAME OF SUBMITTER:	C. Rhem		

CH \$190.00 5028035

SIGNATURE:	/CR/
DATE SIGNED:	05/13/2019
Total Attachments: 7 source=Pivot3 - Intellectual Property Security Agreement#page1.tif source=Pivot3 - Intellectual Property Security Agreement#page2.tif source=Pivot3 - Intellectual Property Security Agreement#page3.tif source=Pivot3 - Intellectual Property Security Agreement#page4.tif source=Pivot3 - Intellectual Property Security Agreement#page5.tif source=Pivot3 - Intellectual Property Security Agreement#page6.tif source=Pivot3 - Intellectual Property Security Agreement#page7.tif	

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 May 13, 2019, among **PIVOT3, INC.**, a Delaware corporation, **NEXGEN STORAGE, INC.**, a Delaware corporation (individually and collectively, as the context may require, “**Grantor**”), and **RUNWAY GROWTH CREDIT FUND INC.**, as collateral agent for Lenders (in such capacity, “**Agent**”).

RECITALS

A. Grantors, each other borrower from time to time party thereto, 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**”). Capitalized 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.

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 Intellectual Property that constitutes 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 that is registered with the United States Patent and Trademark Office or the United States Copyright Office 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 with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of New York.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

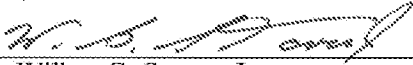
IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

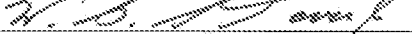
221 West Sixth Street, Suite 750
Austin, TX 78701
Attention: Chief Financial Officer

GRANTOR:

PIVOT3, INC.

By 
Name: Wilbur G. Stover, Jr.
Title: Chief Financial Officer

NEXGEN STORAGE, INC.

By 
Name: Wilbur G. Stover, Jr.
Title: Chief Financial Officer

Address of Agent:

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

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:

221 West Sixth Street, Suite 750
Austin, TX 78701
Attention: Chief Financial Officer

GRANTOR:

PIVOT3, INC.

By _____
Name: _____
Title: _____

NEXGEN STORAGE, INC.

By _____
Name: _____
Title: _____

Address of Agent:

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

AGENT:

RUNWAY GROWTH CREDIT FUND INC.

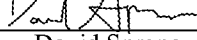
By:  _____
Name: David Spreng
Title: Chief Executive Officer

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT / APPLICATION NUMBER	ISSUE / APPLICATION DATE
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE SYSTEM WITH QUALITY OF SERVICE	9176708	11/03/15
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE SYSTEM WITH STAGED DEDUPLICATION	10248582	04/02/19
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE SYSTEM WITH DATA TIERING	10216651	02/26/19
NEXGEN STORAGE, INC.	JOURNAL MANAGEMENT	9423978	08/23/16
NEXGEN STORAGE, INC.	ADAPTIVE BANDWIDTH THROTTLING	9450879	09/20/26
NEXGEN STORAGE, INC.	PRIMARY DATA STORAGE	14930614	11/02/15
NEXGEN STORAGE, INC.	ADAPTIVE BANDWIDTH THROTTLING	9819603	11/14/17
NEXGEN STORAGE, INC.	JOURNAL MANAGEMENT	10223262	03/05/19
NEXGEN STORAGE, INC.	JOURNAL MANAGEMENT	10275351	04/30/19
NEXGEN STORAGE, INC.	APPLICATION AWARE SNAPSHOTS	10140303	11/27/18
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8090909	01/03/12
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8261017	09/04/12
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8621147	12/31/13
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	9146695	09/29/15
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	9535632	01/03/17
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8239624	08/07/12
PIVOT3, INC.	METHOD AND SYSTEM FOR DATA MIGRATION IN A DISTRIBUTED RAID IMPLEMENTATION	9465560	10/11/16
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTING COMMANDS TO TARGETS	8086797	12/27/11

PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTING COMMANDS TO TARGETS	8271727	09/18/12
PIVOT3, INC.	METHOD AND SYSTEM FOR INITIALIZING STORAGE IN A STORAGE SYSTEM	8145841	03/27/12
PIVOT3, INC.	METHOD AND SYSTEM FOR INITIALIZING STORAGE IN A STORAGE SYSTEM	8316181	11/20/12
PIVOT3, INC.	METHOD AND SYSTEM FOR REBUILDING DATA IN A DISTRIBUTED RAID SYSTEM	8082393	12/20/11
PIVOT3, INC.	METHOD AND SYSTEM FOR REBUILDING DATA IN A DISTRIBUTED RAID SYSTEM	8140753	03/20/12
PIVOT3, INC.	METHOD AND SYSTEM FOR REBUILDING DATA IN A DISTRIBUTED RAID SYSTEM	8316180	11/20/12
PIVOT3, INC.	METHOD AND SYSTEM FOR PLACEMENT OF DATA ON A STORAGE DEVICE	8127076	02/28/12
PIVOT3, INC.	METHOD AND SYSTEM FOR PLACEMENT OF DATA ON A STORAGE DEVICE	8255625	08/28/12
PIVOT3, INC.	METHOD AND SYSTEM FOR EXECUTION OF APPLICATIONS IN CONJUNCTION WITH DISTRIBUTED RAID	8219750	07/10/12
PIVOT3, INC.	METHOD AND SYSTEM FOR EXECUTION OF APPLICATIONS IN CONJUNCTION WITH RAID	9086821	07/21/15
PIVOT3, INC.	METHOD AND SYSTEM FOR PROTECTING AGAINST MULTIPLE FAILURES IN A RAID SYSTEM	8176247	05/08/12
PIVOT3, INC.	METHOD AND SYSTEM FOR PROTECTING AGAINST MULTIPLE FAILURES IN A RAID SYSTEM	8386709	02/26/13
PIVOT3, INC.	METHOD AND SYSTEM FOR DISTRIBUTED RAID IMPLEMENTATION	8527699	09/03/13
PIVOT3, INC.	EXPEDITED COMPLETION DONE MESSAGES, METHOD AND APPARATUS	7664896	02/16/10
PIVOT3, INC.	INITIATOR CONNECTION TAG FOR SIMPLE TABLE LOOKUP	7472158	12/30/08
PIVOT3, INC.	METHOD AND SYSTEM FOR EXECUTION OF APPLICATIONS IN CONJUNCTION WITH RAID	8417888	04/09/13

EXHIBIT C

TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
NEXGEN STORAGE, INC.	<i>Design Only</i>	5028035	08/23/16
NEXGEN STORAGE, INC.	NEX GEN	86605137	04/21/15
PIVOT3, INC.	PIVOT3 VSTAC MANAGER	4432980	11/12/13
PIVOT3, INC.	PIVOT3 VSTAC	4227061	10/16/12
PIVOT3, INC.	PIVOT3	3524133	10/28/08
PIVOT3, INC.	PIVOT3	3524132	10/28/08
PIVOT3, INC.	PIVOT3	3524111	10/28/08