

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529381

<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>
DATASTAX, INC.		06/26/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	505 Howard Street, 3rd Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4141148	DATASTAX	
<b>Registration Number:</b>	4817347	TITAN	
<b>Registration Number:</b>	4808032	TITAN:DB	
<b>Registration Number:</b>	5069353	TITAN	
<b>Registration Number:</b>	5069354	TITANDB	
<b>Serial Number:</b>	87507811	DATASTAX THE POWER BEHIND THE MOMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	4152687000		
<b>Email:</b>	ksamia@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	c/o Morrison & Foerster LLP		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	27292-1409		
<b>NAME OF SUBMITTER:</b>	Jennifer Lee Taylor		
<b>SIGNATURE:</b>	/JLT2/		
<b>DATE SIGNED:</b>	06/26/2019		

CH \$165.00 4141148

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of June 26, 2019 by and between SILICON VALLEY BANK, a California banking corporation (“**Bank**”), as Administrative Agent for the Lenders party to the Loan Agreement (as hereinafter defined), and DATASTAX, INC., a Delaware corporation (“**Grantor**”).

### RECITALS

A. Bank and certain other Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Mezzanine Credit Agreement, dated as of even date herewith, made by and among Grantor, the Administrative Agent, Bank and the other Lenders from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”; capitalized terms used but not otherwise defined herein shall have the definitions ascribed to them in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain Guarantee and Collateral Agreement (the “**Guarantee and Collateral Agreement**”), dated as of even date herewith, 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, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

I. Grant of Security Interest. To secure the Obligations of each Loan Party under the Loan Documents, 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 (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all 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, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any 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 Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

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

(j) All 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.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Administrative Agent.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral that Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Guarantee and Collateral Agreement, which is hereby incorporated by reference. The provisions of the Guarantee and Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement, the Guarantee and Collateral Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, each of the undersigned parties has caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

**DATASTAX, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Robert O'Connell  
Title: CEO

ADMINISTRATIVE AGENT:

SILICON VALLEY BANK

By: Alia Zinich  
Name: Alia Zinich  
Title: Managing Director

EXHIBIT A

Copyrights

None.



## EXHIBIT B

### Patents

Patents:

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
8,924,472	12/30/2014	Embedding Application Services in a Distributed Datastore
9,264,519	2/16/2014	Embedding Application Services in a Distributed Datastore

Patent Applications:

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
14/608,028	1/28/2015	Backup to and Restore from an Offsite Location
14/608,051	1/28/2015	Backup to and Clone from an Offsite Location
14/856,001	9/16/2015	System and Method for Fault Tolerant Queries
14/933,697	11/5/2015	Virtual Edge of a Graph Database
15/214,313	7/19/2016	Weighted Abstract Path Graph Database Partitioning
15/214,312	7/19/2016	Graph Database Super Vertex Partitioning
15/158,956	5/19/2016	System and Method for Concurrent Indexing and Searching of Data in Working Memory
PCT/US16/57533	10/18/2016	Virtual Edge of a Graph Database
15/194,446	6/27/2016	Resource Management in a Distributed System
15/962,962	4/25/2018	System and Method for Efficiently Updating a Secondary Index Associated with a Log-structured Merge-Tree Database
16/020,939	6/27/2018	Off Node Data Compaction
16/202,936	6/27/2018	Trie-Based Indices for Databases
16/143,218	9/26/2018	Resource Management in a Distributed System

EXHIBIT C

Trademarks

Trademarks:

<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Mark</u>
United States of America	4141148	4/15/2012	3/4/2011	DATASTAX
United States of America	4817347	9/22/2015	2/2/2015	TITAN
United States of America	4808032	9/8/2015	2/2/2015	TITANDB
United States of America	5069353	10/25/2016	2/2/2015	TITAN
United States of America	5069354	10/25/2016	2/2/2015	TITANDB

Trademark Applications:

<u>Jurisdiction</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Mark</u>
United States of America	87507811	6/27/2017	DATASTAX THE POWER BEHIND THE MOMENT

EXHIBIT D

Mask Works

None.