

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528737

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAPR TECHNOLOGIES, INC.		06/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77852751	MAPR	
Serial Number:	86838119	OJAI	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	6176484770		
Email:	hcheng@mofo.com		
Correspondent Name:	Alexander Rheume		
Address Line 1:	200 Clarendon Street		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	27292-291		
NAME OF SUBMITTER:	Alexander Rheume		
SIGNATURE:	/Alexander Rheume/		
DATE SIGNED:	06/21/2019		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of June 20, 2019 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 (“Bank”) and **MAPR TECHNOLOGIES, INC.**, a Delaware corporation, with its principal place of business at 350 Holger Way, San Jose, California 95134 (“Grantor”).

RECITALS

A. Bank has 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 (i) Bridge Loan and Security Agreement by and between Bank and Grantor dated as of even date herewith, (ii) Amended and Restated Subordinated Loan and Security Agreement by and between Bank and Grantor dated as of July 31, 2017, as amended by that certain First Amendment to Amended and Restated Subordinated Loan and Security Agreement dated as of even date herewith, and (iii) Subordinated Loan and Security Agreement (2017) by and between Bank and Grantor dated as of March 31, 2017, as amended by that certain First Loan Modification Agreement (Subordinated – 2017) dated as of July 31, 2017, and as further amended by that certain Second Amendment to Subordinated Loan and Security Agreement (2017) dated as of even date herewith (as the same have been as and may be further amended, modified or supplemented from time to time, collectively, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, 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 of 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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan 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 and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. 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).

[Signature page follows.]

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:

MAPR TECHNOLOGIES, INC.

By: _____

Name: Daniel K. Adler

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____

Name: Mark Turk

Title: Managing Director

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:

MAPR TECHNOLOGIES, INC.

By:

Name: Daniel K. Adler

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: *Mark Turk*

Name: Mark Turk

Title: Managing Director

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	2013-516634	Jun 17, 2011
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	13/162,439	Jun 16, 2011
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	13/340,532	Dec 29, 2011
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	14/951,437	Nov 24, 2015
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	15/135,311	Apr 21, 2016
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	15/381,733	Dec 16, 2016
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	15/668,666	Aug 3, 2017
MAP-REDUCE READY DISTRIBUTED FILE SYSTEM	16/116,796	Aug 29, 2018
TABLE FORMAT FOR MAP REDUCE SYSTEM	13838978.8	Sep 18, 2013
TABLE FORMAT FOR MAP REDUCE SYSTEM	2015-533162	Sep 18, 2013
TABLE FORMAT FOR MAP REDUCE SYSTEM	14/028,427	Sep 16, 2013
TABLE FORMAT FOR MAP REDUCE SYSTEM	15/298,440	Oct 20, 2016
CONTAINER LOCATION DATABASE SNAPSHOT IMPROVEMENT	62/586457	Nov 15, 2017
READING OWN WRITES USING CONTEXT OBJECTS IN A DISTRIBUTED DATABASE	62/586,474	Nov 15, 2017
TIERED STORAGE IN A DISTRIBUTED FILE SYSTEM	15/999,199	Aug 16, 2018
TIERED STORAGE IN A DISTRIBUTED FILE SYSTEM	PCT/US18/00337	Aug 17, 2018
TIERED STORAGE IN A DISTRIBUTED FILE SYSTEM		
METHODS AND APPARATUS FOR EFFICIENT CONTAINER LOCATION DATABASE SNAPSHOT OPERATI...	16/190,022	Nov 13, 2018
READING OWN WRITES USING CONTEXT OBJECTS IN A DISTRIBUTED DATABASE	16/190,052	Nov 13, 2018

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MapR (US) - Registered	77/852751	October 20, 2009
MapR (CTM) - Registered	9912627	April 20, 2011
MapR (China) - Registered	9395436	April 27, 2011
OJAI - Registered	86838119	December 3, 2015

EXHIBIT D

Mask Works

None.

ny-1675011

RECORDED: 06/21/2019

**TRADEMARK
REEL: 006680 FRAME: 0307**