

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TURBONOMIC, INC.		08/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street, Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	5747875	SELF-MANAGING ANYWHERE AND IN REAL TIME	
Serial Number:	87748455	SMART APPLICATION	
Serial Number:	87748457	SMART CONTAINER	
Serial Number:	87748465	SMART APPLICATION	
Serial Number:	87748468	SMART WORKLOAD	
Serial Number:	87748459	SMART WORKLOAD	
Serial Number:	87748470	SMART CONTAINER	
Registration Number:	5156223	TURBONOMIC	
Registration Number:	5156224	TURBONOMIC	
Registration Number:	5330685	TURBONOMIC	
Registration Number:	5330686	TURBONOMIC	
Registration Number:	5058073	VM TURBO	
Registration Number:	5058071	VM TURBO	
Registration Number:	5058072	VM TURBO	
Registration Number:	5058074	VM TURBO	
Registration Number:	5058075	DEMAND-DRIVEN CONTROL	
Registration Number:	4554459	VMTURBO	
CORRESPONDENCE DATA			

CH \$440.00 5747875

Fax Number: 7037607777

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: 6176484715

Email: hcheng@mofo.com

Correspondent Name: Daniel Gonzalez

Address Line 1: 200 Clarendon Street

Address Line 2: Morrison & Foerster LLP

Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	27292-1525
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NAME OF SUBMITTER:	Daniel Gonzalez
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SIGNATURE:	/Daniel Gonzalez/
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DATE SIGNED:	08/21/2019
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Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of August 20, 2019 by and between **SILICON VALLEY BANK**, a California corporation ("Bank") and **TURBONOMIC, INC.**, a Delaware corporation ("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 Loan and Security Agreement by and between Bank and Grantor dated as of August 20, 2019 (as the same may be amended, modified or supplemented from time to time, 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 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 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which 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 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.

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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

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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:

TURBONOMIC, INC.

By: 

Name: Mo Garad

Title: CFO

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

TURBONOMIC, INC.

By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: Charles Bradford

Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Systems, apparatus and methods for cost and performance-based movement of applications and workloads in a multiple-provider system	US15351356A	11/14/2016
Systems, apparatus and methods for management of software containers	US16167718A	10/23/2018
Systems, apparatus and methods for management of software containers	US15351342A	11/14/2016
Managing resources in container systems	US14810284A	7/27/2015
Moving resource consumers in computer systems	US14810357A	7/27/2015
Managing resources in virtualization systems	US14539973A	11/12/2014
Managing resources in computer systems using action permits	US14810302A	7/27/2015
Managing application performance in virtualization systems	US14810327A	7/27/2015
Systems, apparatus, and methods for managing quality of service agreements	US15152459A	5/11/2016
Managing resources in virtualization systems	US2009492890A	6/26/2009
Managing resources in virtualization systems	US2009540273A	8/12/2009
Managing resources in virtualization systems	US2009540259A	8/12/2009
Managing resources in virtualization systems	US2009540298A	8/12/2009
Managing resources in virtualization systems	US2009540293A	8/12/2009
Systems, Apparatus and Methods For Managing Resources in Computer Systems	US15838080A	12/11/2017

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SELF-MANAGING ANYWHERE AND IN REAL TIME	5747875	5/7/2019
SMART APPLICATION	87748455	1/9/2018
SMART CONTAINER	87748457	1/9/2018
SMART APPLICATION	87748465	1/9/2018
SMART WORKLOAD	87748468	1/9/2018
SMART WORKLOAD	87748459	1/9/2018
SMART CONTAINER	87748470	1/9/2018
TURBONOMIC	5156223	3/7/2017
TURBONOMIC	5156224	3/7/2017
TURBONOMIC	5330685	11/7/2017
TURBONOMIC	5330686	11/7/2017
VM TURBO	5058073	10/11/2016
VM TURBO	5058071	10/11/2016
VM TURBO	5058072	10/11/2016
VM TURBO	5058074	10/11/2016
DEMAND-DRIVEN CONTROL	5058075	10/11/2016
VMTURBO	4554459	6/24/2014

EXHIBIT D

Mask Works

None.