

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541565

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|---|--|----------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CATALOGIC SOFTWARE, INC. | | 08/28/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Western Alliance Bank | | |
| Street Address: | 2700 W. Sahara Avenue | | |
| City: | Las Vegas | | |
| State/Country: | NEVADA | | |
| Postal Code: | 89102 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2070604 | BACKUP EXPRESS | |
| Registration Number: | 3854263 | BEX | |
| Registration Number: | 3883617 | BEX INSTANT VIRTUALIZATION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <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: | 800-713-0755 | | |
| Email: | james.murray@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Syed Humza Moinuddin | | |
| SIGNATURE: | /Syed Humza Moinuddin/ | | |
| DATE SIGNED: | 09/19/2019 | | |
| Total Attachments: 7 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 28, 2019, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Bank") and CATALOGIC SOFTWARE, INC., a Delaware corporation ("Grantor") is made with reference to the Loan and Security Agreement, dated as of the date hereof (as amended from time to time, the "Loan Agreement"), between Bank and Grantor. Terms defined in the Loan 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 Loan Agreement, Grantor grants to Bank 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"), subject to the rights set forth in the Object Code Licensed Works Agreement # 4914002934 between International Business Machines Corporation and Catalogic Software, Inc. (the "OCLWA"), and all Statements of Work created thereunder ("SOWS"), and all amendments to the OCLWA and all SOWS International Business Machines Corporation:

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

[Signature page follows]

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

GRANTOR:

CATALOGIC SOFTWARE, INC.,
a Delaware corporation

By: 

Name: James Gellert

Title: President and CFO

Address for Notices:

Catalogic Software, Inc.
50 Tice Blvd., Suite 110
Woodcliff Lake, NJ 07677
Attn: James Gellert

BANK:

WESTERN ALLIANCE BANK,
an Arizona corporation

By: 

Name: Chris Perkins

Title: SVP

Address for Notices:

Attn: Note Department
55 Almaden Boulevard, Suite 100
San Jose, California 95113
Tel: (408) 556-6501
Fax: (408) 282-1681

[Signature Page to IP Security Agreement]

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist

| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre - registered?</u> |
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EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

| Country/Goods | Trademark | Appl. No./Date | Reg. No./Date | Status |
|---|----------------------------|--------------------------|--------------------------|---|
| United States | BACKUP EXPRESS | 74/729,469 9/15/1995 | 2,070,604 6/16/1997 | Registered Renewal Due: |
| Computer software, namely a multi-platform backup utility; Class 9 | | | | |
| European Community* | BEX | 9871391 4/30/2010 | 9871391 3/23/2011 | Registered Renewal Due: 4/30/2016 |
| Back-up utility protection computer software; computer software, namely, a multi-platform back-up utility used to back up electronic data; user manuals in electronic format sold as a unit with computer software or computer programs; Class 9 | | | | |
| Education; providing of training; entertainment, sporting and cultural activities; educational, teaching and training services relating to computers, computer hardware, computer software and computer programs; providing conferences and seminars in the field of computers, computer hardware, computer software and computer programs; consultation, advisory and information services related to all of the aforesaid services; Class 41 | | | | |
| Scientific and technological services and research and design relating thereto; industrial analysis and research services; design and development of computer hardware and software; computer services; leasing services in the fields of computers, computer hardware, computer software and computer programs; installation, maintenance, upgrade and repair of computer software and computer programs; computer programming; application service provider services; operational support services for computers, computer hardware, computer software and computer programs; consultancy, advisory and information services related to all of the aforesaid services; Class 42 | | | | |
| * Countries covered: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom. | | | | |
| United States | BEX | 77/489,938 6/3/2008 | 3,854,263 9/28/2010 | Registered Section 8&15 Due Between: 9/28/2015-2016 Renewal Due: 9/28/2020 |
| Computer software, namely, a multi-platform backup utility, used to backup electronic data; Class 9 | | | | |
| United States | BEX Instant Virtualization | 77/703,471 3/31/2009 | 3,893,617 11/30/2010 | Registered Section 8&15 Due Between: 11/30/2015-2016 Renewal Due: 11/30/2020 |
| Computer software, namely, a multi-platform backup utility, used to back-up and recover electronic data; Class 9 | | | | |
| Malaysia | CATALOGIC | 2013017416 12.24/2013 | 2013017416 12/24/2014 | Registered Renewal Due: 12/13/2023 |
| Computer software for data protection, namely, software for backup, recovery and disaster recovery software used to protect computer data; computer software for data management; Class 9 | | | | |
| * Based on US App. No. 86/141,029 | | | | |

EXHIBIT C

PATENTS

Please Check if No Patents Exist

| Patent No. | Family Number | Pat. No. | Title | Country | Patent No. | Serial No. | Filing Date | Issue Date | Status | Notes |
|------------|---------------|--------------|--|---------|------------|------------|-------------|------------|--------|---|
| P4 | F4 | US 7,415,200 | Method of performing a high-performance backup without data redundancy by reading data file heads sequentially | U.S. | 6,415,200 | 08/24/03 | 7/9/09 | 7/2/09 | Issued | 4th, 6th and 12th year fees paid |
| P14 | F39 | US 7,307,347 | System and method for high performance enterprise data protection | U.S. | 7,307,347 | 11/06/04 | 10/21/07 | 5/3/07 | Issued | 8th year fee window opens 05/03/09 |
| P17 | F18 | US 6,348,738 | System and method for virtualizing backup images | U.S. | 6,348,738 | 11/06/04 | 12/21/07 | 1/10/08 | Issued | Published as US 2006/022466; 4th year fee paid |
| P18 | F31 | US 6,181,264 | Method for creating a consistent backup image of a storage volume without requiring a snapshot | U.S. | 6,181,264 | 02/04/06 | 10/22/09 | 4/17/09 | Issued | 4th year fee paid |
| P19 | F52 | US 6,735,873 | Methods for migrating data in a server that remains substantially available for use during such migration | U.S. | 6,735,873 | 12/7/02 | 4/3/05 | 6/27/04 | Issued | Published as 2003/0077324 |
| P10 | F30 | US 6,392,681 | System and method for high-performance enterprise data protection | U.S. | 6,392,681 | 10/7/04 | 02/16/07 | 02/22/07 | Issued | Continuation of US 7,022,841 (P14); Published as US 2011/011896; 4th year fee window opens 08/28/10 |
| P41 | F51 | US 6,788,220 | Method for creating a consistent backup image of a storage volume without requiring a snapshot | U.S. | 6,788,220 | 12/07/04 | 3/19/09 | 1/10/09 | Issued | Continuation of U.S. 6,254,088 (P18); 4th year fee window opens 1/10/09 |
| P48 | F10 | US 6,796,880 | System and method for high performance enterprise data protection | U.S. | 6,796,880 | 12/06/04 | 7/23/09 | 4/22/09 | Issued | Continuation of US 6,392,681 (P10) |
| P45 | F15 | US 6,328,841 | System and method for virtualizing backup images | U.S. | 6,328,841 | 10/09/04 | 11/09/07 | 5/3/08 | Issued | Continuation of 6,085,945 (P17); Non-provisional DP |
| P47 | F62 | US 6,943,285 | Methods for migrating data in a server that remains substantially available for use during such migration | U.S. | 6,943,285 | 10/27/03 | 4/14/09 | | Issued | Continuation of 6,735,873 (P19); 4th year fee window opens 1/17/09 |
| P59 | F39 | US 6,715,547 | System and method for high performance enterprise data protection | U.S. | 6,715,547 | 10/26/03 | 4/1/09 | 07/20/08 | Issued | Continuation of US 6,392,681 (P10) |
| P80 | F13 | US 6,478,086 | Instant Data Corrupt Recovery | U.S. | 6,478,086 | 10/22/01 | 7/2/09 | 09/02/08 | Issued | Non-Provisional of P45; DP 6; 11/09/04 (P48); Published as US 2011-031799 |

[Signature page to IP Security Agreement]