# OP \$90.00 2070604

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM541565

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

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:** 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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OMB Collection 0651-0027 (ex p 6/30/2	RECORDATION	FORM COVER SHEET ARKS ONLY	United States Patent an	d Trademark Offic
To the disenter of the H C 1	<b>۱۱۸۳۵/۱۱۷۱</b> Patent and Trademark Office: Pla		mente or the new address	(ae) halow
1. Name of conveying party(		2. Name and address of		
	SOFTWARE INC.	Additional names, addresses	, or citizenship attached?	☐ Yes ⊠ No
		Name: Western Alliance	Bank	KN NO
☐ Individual(s)	☐ Association	Internal Address:		
· · · · · · · · · · · · · · · · · · ·	<del></del>	Chant Address 2700 M.	Cahara Avanua	
☐General Partnership  ☑Corporation	Limited Partnership	Street Address: 2700 W. S	Sanara Avenue	
☐Limited Liability Company		City: <u>Las Veças</u>		
Citizenship: <u>DE</u>		State: NV		
Execution Date(s): August 28	2019	Country: <u>USA</u>	Zip: <u>8910</u>	2
Additional names of conveying	g parties attached?			
		Association Citizenship	:	
3. Nature of conveyance:		☐ General Partnership C	itizenship:	
☐ Assignment	☐ Merger	☐ Limited Partnership Cit	tizenship:	
☐Security Agreement	☐ Change of Name	Corporation Citizenshi	p: <u>AZ</u>	
Other: Intellectual Property Security Agreement		Other: Bank Citizenshi	p:	
ES GUIO.		If assignee is not domicile representative designation (Designations must be a s	n is attached. 🔲 Yes 🔯 N	lo
4. Application number(s) or A. Trademark Application No.(	registration number(s) and ide s) See Exhibit B	ntification or description of B. Trademark Registration	the Trademark. n No.(s) See Attached Ext	
C. Identification or Description	of Trademark(s) (and Filing Date	e if Application or Registration	Number is unknown)	
5. Name address of party to concerning document shoul Name: Syed Humza Moinuddi	d be mailed:		rations involved: 3	
Internal Address: Otterbourg F	P.C.	7. Total fee (37 CFR 2.6(	b)(6) & 3.41) \$ charged by credit card	
Street Address: 230 Park Ave	nue		charged to deposit accou	nt
City: New York		☐ Enclosed  8. Payment Information:	,	
State: <u>NY</u>	Zip: <u>10169</u>	a. Credit Card	Last 4 Numbers	
Phone Number: 212-905-3719	]		Expiration Date	
Fax Number:		b. Deposit Accoun	it Number	
Email Address: hmoinuddin@e	otterbourg.com	Authorized Use	er Name:	
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
es estimated				
9. Signature:	Signature		<u>September 19</u> Da	-1-1
	Syed Humza Moinuddin		Total number of pages inc sheet, attachments, and d	luding cover

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### 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.

5782803.2

[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 somogations

By:

Name: ( ) Perkin

Title:

5 V4

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 w

Type of Work:	Title:	International Standard Serial Number (ISSN):	Registration Number:	Filing Date:	Pre - registered?
		555555555			
***************************************		3			
			***************************************		
				L. C.	

### EXHIBIT B

# TRADEMARKS

# Please Check if No Trademarks Exist

Country/Goods	Trademark	Appin. No. Date	Regu. No. Date	Status
United States	BACKUP EXPRESS	74,729,469	2.070,604	Registered
		9/15/1995	6/16/1997	Renewal Due:
computer software, namel	v a multi-platform backup utike: Class 9			
uropesa Community*	BEX	9871391	9071391	Registered
		4/30/2019	2/23/2011	Kenewal Due: 4'30/2020
count sold as a unit with of decation; providing of tri- idecation; providing of tri- computer software and con- regrams; consultation, ad- ciectoffic and technologics andware and software; co- namerasine, riggrade and ervices for computers, con- trices. Class 42. Countries converte: Australia.	computer software, computer software, namely computer software or computer programs. Cla- uring, entertainment, sporting and cultural ach upder programs, providing conferences and as- visory and information services related to all to discrives and research and design relating the apputer services, leasing services in the fields of separa of computer software and computer pro- piputer lardware, computer software and comp puter lardware, computer software and comp in Belgium, Bulgaria, Cyprus, Czech Republicalia, Nechenda, Potingal, Romania,	is 9.  reties; educational, teaching at animars in the field of computer f the aforesaid services. Class reto; industrial analysis and res if computers, computer hardwayrous, computer programming inter programs; consultancy, ac., Denmark, Estonia, Emland, 1.	nd training services reli as, computer hardware, 41 search services; design ur, computer software; gapplicatum service pr dvisory and information france, Germany, Gree France, Germany, Gree	ting to computers, computer hardwar computer software and computer and development of computer and computer programs, installation, prider services, operational support referesses related to all of the aforesai
uited States	BEX	77/489,938 6/3/2008	3,854,263 9/28/2010	Registered Section 8&15 Due Between: 9/28/2615-2016 Resewat Due: 9/28/1026
aniputer software namel	a multi-platform backup unbry, used to back	in electronic data Class 9		ACCOUNT RE LINES. NO 20, 2029
nited States	BEX lastant Virtualization	77/783,472 3/31/2009	3,883,617 11/39/2019	Registered Section 8&15 Due Between: 11/30/2015-2016
			n 🖟 namena anana menerala 🗀 🙃	Renewal Due: 11/30/2020
omissies software, name:	a multi-platform backup unity, used to back	-up and recover electronic data	a. Clasy 9	Renewal Due: 11/30/2020
om;wer software, name; lafaysia	a multi-glatform backup utility, used to back CATALOGIC	ng and recover electronic data 2013017416	a. Class 9. 2013017416	Renewal Due: 11/36/2020  Registered
Computer software, name! Unfaysia				2222

# EXHIBIT C

### **PATENTS**

# Please Check if No Patents Exist

Pateré No	Femily Humber	PH No.	188	Country	Patent No.	Serial No.	Filing Date	issue Oate	Status	Ness
FQ.	F8	C0140901	And the control of th	¥\$	8,415,260	00/97/901	7/2/1688	7/2/2002	issued	40°, 6°n and 13th year ises paid
D), g	£30	0878397	System and incided for high performance entergroup gast profession	ù\$	7937,847	11988,834	18/21/2007	5/30011	88686	M marke works year \$60,000
813	F18	CSTOWN	Section and medical for including paying paying	<b>83</b>	8,348,738	1198(30)	12212307	1772013	100.00	Publishe is up absorbed as as yes
318	781	00740100	Martinal for contacting a consequent begans a coape of a contacting with the contacting and a contacting and	98.	\$181,364	03496	18/25/9	4177012	bused	for past All past for past
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P48	F%	C87-(3388	Security and method for their participance enterings your colonies.	UN	178.80	3688,575	7230010	4220004	88.98	Properties where government pro- Contractor of US (1987) got pro-
945	P18	03701802	Symmetry metrodic analysis (1994) in page	¢.	(2004)	13489,734	1189000	883816	tercer.	Communication (1993) (45 pm.) (464)
<b>9</b> )	P62	C07-05802	Section for any control course of the property of the control of t	US.	8,941,985	14931 738	4/14/25/18		Novel	protection CP Commission in CONTEST (FIRE PROFES
***	P30	CSTANCE	Space and control to the metal many and control and co	U.S.	9,118,847	94038(98)	4010014	8798015	boots	ear for end or come of grant. Continuous of an apresi proper
N.	F18	<b>CST4986</b>	Protest Calle Control Physiogeny	48	137100	932261	700004	8882318	Nec	No Private State (State ) State State Francis (State )

[Signature page to IP Security Agreement]

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**RECORDED: 09/19/2019**