

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542259

<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>
HYTRUST, INC.		09/18/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3719721	HYTRUST	
<b>Registration Number:</b>	4551271	HYTRUST CLOUD UNDER CONTROL	
<b>Registration Number:</b>	3777301	VIRTUALIZATION UNDER CONTROL	
<b>Registration Number:</b>	4672877	HYTRUST KEYCONTROL	
<b>Registration Number:</b>	4672878	HYTRUST DATACONTROL	
<b>Registration Number:</b>	4713537	HYTRUST CLOUDCONTROL	
<b>Registration Number:</b>	4748022	HYTRUST CLOUD CONTROL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	220763.002259		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		

CH \$190.00 3719721

**DATE SIGNED:**

09/24/2019

**Total Attachments: 12**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) is entered into this 18<sup>th</sup> day of September, 2019, by and between SILICON VALLEY BANK, a California corporation (“**Bank**”), and HYTRUST, 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 September 8, 2017 (as the same may be amended, modified, supplemented or restated from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to continue 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 further secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of that certain First Amendment to Loan and Security Agreement dated of even date herewith by and between Bank and Grantor (the “**First Amendment**”), 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 and any patents and patent applications claiming the priority benefit of 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. 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, as amended by the First Amendment, which are hereby incorporated by reference. The provisions of the Loan Agreement, as amended by the First Amendment, 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 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 Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**BANK:**

SILICON VALLEY BANK

By:   
Name: Sheila Colson  
Title: Managing Director

**GRANTOR:**

HYTRUST, INC.


By:   
Name: ERIC CHIO  
Title: PRESIDENT AND FOUNDER

EXHIBIT A

Copyrights

Description	Registration Number	Application Number

**EXHIBIT B**

**Patents**

<b>App Title</b>	<b>App Number</b>	<b>Pat Number</b>
METHODS AND SYSTEMS FOR SECURELY MANAGING VIRTUALIZATION PLATFORM	211672	211672
METHODS AND SYSTEMS FOR SECURELY MANAGING VIRTUALIZATION PLATFORM	9813406.7	2332285
METHODS AND SYSTEMS FOR SECURELY MANAGING VIRTUALIZATION PLATFORM	9813406.7	2332285
METHODS AND SYSTEMS FOR SECURELY MANAGING VIRTUALIZATION PLATFORM	9813406.7	2332285
METHODS AND SYSTEMS FOR SECURELY MANAGING VIRTUALIZATION PLATFORM	9813406.7	2332285
HARMONIZED GOVERNANCE SYSTEM FOR HETEROGENEOUS AGILE INFORMATION TECHNOLOGY ENVIRONMENTS	17155231.8	3203373
METHODS AND SYSTEMS FOR SECURELY MANAGING VIRTUALIZATION PLATFORM	9813406.7	602009055536.7
CONSOLIDATING ANALYTICS METADATA	14736180.2	602014008864.3
METHODS AND SYSTEMS FOR ATTACHING AN ENCRYPTED DATA PARTITION DURING THE STARTUP OF AN OPERATING SYSTEM	15/711,535	10402206 B2



CONSOLIDATING ANALYTICS METADATA	14736180.2	EP3008599
CONSOLIDATING ANALYTICS METADATA	14736180.2	EP3008599
CONSOLIDATING ANALYTICS METADATA	14736180.2	EP3008599
METHODS AND SYSTEMS FOR SECURELY MANAGING VIRTUALIZATION PLATFORM	12/210,084	8065714
ADAPTIVE CONFIGURATION MANAGEMENT SYSTEM	12/355,584	8166552
INTELLIGENT SECURITY CONTROL SYSTEM FOR VIRTUALIZED ECOSYSTEMS	12/347,315	8336079
ADAPTIVE CONFIGURATION MANAGEMENT SYSTEM	13/446,323	8539589
SECURE VIRTUAL MACHINE	13/069,736	8555377
INTELLIGENT SECURITY CONTROL SYSTEM FOR VIRTUALIZED ECOSYSTEMS	13/717,511	8832784
INTELLIGENT SYSTEM FOR ENABLING AUTOMATED SECONDARY AUTHORIZATION FOR SERVICE REQUESTS IN AN AGILE INFORMATION TECHNOLOGY ENVIRONMENT	14/454,593	8966578
SYSTEM AND METHOD FOR SECURE STORAGE OF VIRTUAL MACHINES	13/241,104	9053339

SYSTEM AND METHOD OF DATA INTELLIGENT STORAGE	14/157,974	9213706
CONSOLIDATING ANALYTICS METADATA	14/203,871	9262281
SECURE VIRTUAL MACHINE	14/040,658	9300640
INTELLIGENT SYSTEM FOR ENABLING AUTOMATED SECONDARY AUTHORIZATION FOR SERVICE REQUESTS IN AN AGILE INFORMATION TECHNOLOGY ENVIRONMENT	14/612,983	9450940
SYSTEMS AND METHOD FOR ASSURING SECURITY GOVERNANCE IN MANAGED COMPUTER SYSTEMS	15/264,887	9578066
CLOUD AWARE FILE SYSTEM	14/711,673	9699155
HARMONIZED GOVERNANCE SYSTEM FOR HETEROGENEOUS AGILE INFORMATION TECHNOLOGY ENVIRONMENTS	15/211,947	9734349
METHODS FOR ASSURING SECURITY GOVERNANCE IN MANAGED COMPUTER SYSTEMS	15/400,227	9736188
METHODS FOR ASSURING SECURITY GOVERNANCE IN MANAGED COMPUTER SYSTEMS	15/641,481	9781165
MULTI-THREADED TRANSACTION LOG FOR PRIMARY AND RESTORE/INTELLIGENCE	14/828,905	9785518
METHODS AND SYSTEMS FOR ATTACHING AN ENCRYPTED DATA PARTITION DURING THE STARTUP OF AN OPERATING SYSTEM	15/421,291	9817675

METHODS AND SYSTEMS FOR HOLISTICALLY ATTESTING THE TRUST OF HETEROGENEOUS COMPUTE RESOURCES	15/795,053	10033756
SYSTEM AND METHOD OF DATA INTELLIGENT STORAGE	14/499,886	10061658
LIVE RESTORE FOR A DATA INTELLIGENT STORAGE SYSTEM	14/957,025	10089192
TRIGGERING DISCOVERY POINTS BASED ON CHANGE	14/978,674	10102079
HARMONIZED GOVERNANCE SYSTEM FOR HETEROGENEOUS AGILE INFORMATION TECHNOLOGY ENVIRONMENTS	250501	Pending
ACTIVE DATA-AWARE STORAGE MANAGER	261433	Pending
ACTIVE DATA-AWARE STORAGE MANAGER	17763853.3	Published
METHODS AND SYSTEMS FOR HOLISTICALLY ATTESTING THE TRUST OF HETEROGENEOUS COMPUTE RESOURCES	18179411.6	Published
HARMONIZED GOVERNANCE SYSTEM FOR HETEROGENEOUS AGILE INFORMATION TECHNOLOGY ENVIRONMENTS	201710069923.6	Published
TRIGGERING DISCOVERY POINTS BASED ON CHANGE	PCT/US2016/067950	Published
ACTIVE DATA-AWARE STORAGE MANAGER	PCT/US2017/021049	Published

ACTIVE DATA-AWARE STORAGE MANAGER	15/451,674	Published
METHODS AND SYSTEMS FOR PERFORMING AN EARLY RETRIEVAL PROCESS DURING THE USER-MODE STARTUP OF AN OPERATING SYSTEM	PCT/US2017/052777	Published

## EXHIBIT C

### Trademarks

- 1) HYTRUST. Registration Number 3719721.
- 2) HYTRUST CLOUD UNDER CONTROL. Registration Number 4551271
- 3) VIRTUALIZATION UNDER CONTROL. Registration Number 3777301
- 4) HyTrust KeyControl. Registration Number 4672877
- 5) HyTrust DataControl. Registration Number 4672878
- 6) HyTrust Cloud Under Control. Registration Number 012809471
- 7) HyTrust Cloud Control. Registration Number 4713537
- 8) HyTrust CloudControl. Registration Number 4748022

EXHIBIT D

Mask Works

Description	Application	Registration