

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM544415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELPHIX CORP.		10/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4023717	LOGSYNC	
Registration Number:	3768914	DELPHIX	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1139127 TM C		
NAME OF SUBMITTER:	Sarah Mackin		
SIGNATURE:	/Sarah Mackin/		
DATE SIGNED:	10/09/2019		
Total Attachments: 11			
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page1.tif			
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page2.tif			

OP \$65.00 4023717

source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page3.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page4.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page5.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page6.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page7.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page8.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page9.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page10.tif
source=Closing Copy - D.5 - A&R Mezz IPSA - Delphix#page11.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of October 8, 2019 by and between (i) **SILICON VALLEY BANK**, as Administrative Agent pursuant to the Loan Agreement (as hereinafter defined) and the Guarantee and Collateral Agreement (as hereinafter defined) (in such capacity, “Bank”) and (ii) **DELPHIX CORP.** (“Grantor”). This Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement dated as of September 28, 2018 between Grantor and Bank (the “Existing IPSA”) recorded with (i) the Patent division of the United States Patent and Trademark Office on October 1, 2018 at Reel 047016, Frame 0544 and (ii) the Trademark division of the United States Patent and Trademark Office on October 1, 2018 at Reel 6446, Frame 0335.

RECITALS

A. Certain financial institutions party to the Loan Agreement (as hereinafter defined) (the “Lenders”) have agreed to make certain advances of money and to extend certain financial accommodations (the “Loans”) to Grantor in the amounts and manner set forth in that certain Amended and Restated Mezzanine Credit Agreement by and among Bank, in its capacity as collateral agent for itself and the Lenders, the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank, for the benefit of the Secured Parties, a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) constituting Collateral to secure the Secured Obligations.

B. Pursuant to the terms of the Guarantee and Collateral Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; capitalized terms used herein are used as defined in the Guarantee and Collateral Agreement or the Loan Agreement, as applicable)), Grantor has granted to Bank, for the ratable benefit of the Secured Parties, 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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Secured Obligations, Grantor grants and pledges to Bank, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property constituting Collateral (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following, in each case, solely to the extent constituting Collateral:

(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 service mark 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, 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 Guarantee and Collateral Agreement, which is hereby incorporated by

reference. The provisions of the Guarantee and Collateral 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, the Guarantee and Collateral 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

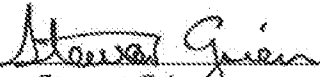
7. Reaffirmation, Amendment, and Restatement. The terms, conditions, agreements, covenants, representations and warranties set forth in and relating to the Existing IPSA are hereby amended, restated, replaced and superseded in their entirety by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement. Effective as of the date hereof, Grantor hereby acknowledges and reaffirms the Liens under the Existing IPSA (the "**Existing Liens**") and acknowledges that the Existing Liens are continuing valid and enforceable first priority perfected Liens (subject to Liens permitted by the Loan Agreement and the Intercreditor Agreement) in favor of Bank, for the benefit of the Secured Parties, under the Existing IPSA, as modified and restated hereby, in order to secure the Secured Obligations. Grantor hereby confirms and agrees that such Existing Liens are hereby ratified and confirmed in all respects in favor of Bank, for the benefit of the Secured Parties. This Agreement does not discharge or release the Existing Liens or the priority thereof, which shall continue, as modified and restated hereby, without interruption and in full force and effect.

[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.

GRANTOR:

DELPHIX CORP.

By: 
Name: Stewart Grierson
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK, as Administrative Agent

By: _____
Name:
Title:

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.

GRANTOR:

DELPHIX CORP.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK, as
Administrative Agent

By:  _____
Name: *John J. ...*
Title: *Director*

[Amended and Restated Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

[None.]

EXHIBIT B**PATENTS**Issued Patents

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
Delphix Corp.	U.S.	9514140	09-27-2013	Jed Yueh	De-duplication based backup of file systems
Delphix Corp.	U.S.	9436556	07-02-2014	Siden, Leventhal	Customizable storage system for virtual databases
Delphix Corp.	U.S.	9396074	07-07-2014	Mike Stewart, Hubert Sun	Virtual database rewind
Delphix Corp.	U.S.	9389962	12-17-2014	Jed Yueh, Xavier David Luiz, Yan Wang, Alok Srivastava	Interfacing with a virtual database system
Delphix Corp.	U.S.	9106591	12-24-2009	Boris Klots, Satish Kumar, Shubho	Adaptive resource management using survival minimum resources for low priority consumers
Delphix Corp.	U.S.	9037612	10-21-2013	Charles Zha, Jed Yueh, Alok Kumar Srivastava	Datacenter workflow automation scenarios using virtual databases
Delphix Corp.	U.S.	9037543	12-16-2011	Charles Li Zha, Jed Yueh	Virtual database system
Delphix Corp.	U.S.	8949186	10-4-2012	Jed Yueh, Xavier David Luiz, Yan Wang, Alok Srivastava	Interfacing with a virtual database system
Delphix Corp.	U.S.	8788461	10-4-2012	Mike Stewart, Vinay Srihari, Shubho, Adam, Ahrens	Creating validated database snapshots for provisioning virtual databases
Delphix Corp.	U.S.	8566361	12-9-2011	Charles Zha, Jed Yueh, Alok Kumar Srivastava	Datacenter workflow automation scenarios using virtual databases
Delphix Corp.	U.S.	8548944	07-14-2011	Jed Yueh	De-duplication based backup of file systems
Delphix Corp.	U.S.	8161077	10-21-2009	Charles Zha, Jed Yueh, Alok Kumar Srivastava	Datacenter workflow automation scenarios using virtual databases
Delphix Corp.	U.S.	10037204	07-31-2018	Chris Patton, Eric Schrock, Matt Amdur, Zubair Khan	Version control of applications
Delphix Corp.	U.S.	9904684	02-27-2018	Charles Li Zha, Jedidiah Yueh, Alok Kumar Srivastava	Datacenter workflow automation scenarios using virtual databases

Delphix Corp.	U.S.	9639429	05-02-2017	Mike Stewart, Vinay Srihari, Shubho, Adam, Ahrens	Creating validated database snapshots for provisioning virtual databases
Delphix Corp.	U.S.	10067952	09-04-2018	Ahrens, Shubho, George Wilson, Jeff Biseda	Retrieving point-in-time copies of a source database for creating virtual databases
Delphix Corp.	U.S.	8468174	06-13-2013	Jed Yueh, Xavier David Luiz, Yan Wang, Alok Srivastava	Interfacing with a virtual database system
Delphix Corp.	U.S.	10346369	07-09-2019	Matthew Allan Ahrens, Subhadeep Sinha, George Raymond Wilson, Jeffrey Karr Biseda	Retrieving point-in-time copies of a source database for creating virtual databases
Delphix Corp.	U.S.	10108685	10-23-2018	Amdur, Schrock	Remote provisioning of virtual databases
Delphix Corp.	U.S.	9990366	06-05-2018	Hubert, Henrik	Virtual partitions in virtual databases
Delphix Corp.	U.S.	9817836	11-17-2017	Charles Li Zha, Jed Yueh	Virtual database system
Delphix Corp.	U.S.	10333863	06-25-2019	Boris Klots, Subhadeep Sinha, Satish Kumar	Adaptive resource management
Delphix Corp.	U.S.	10025528	07-17-2018	Hubert Ken Sun, Christopher G. Siden, Kyle Cackett	Managing Transformations of Snapshots in a Storage System
Delphix Corp.	U.S.	9600193	03-21-2017	Ahrens, Amdur, Schrock, Hubert Sun	Replicating Snapshots from a Source Storage System to a Target Storage System
Delphix Corp.	U.S.	9778992	10-03-2017	Jedidiah Yueh, Xavier David Luiz, Yan Wang, Alok Kumar Srivastava	Interfacing with a Virtual Database System
Delphix Corp.	U.S.	10083196	09-25-2018	Eric Noah Schrock, Hubert Ken Sun, Matthew Allan Ahrens, Matthew Benjamin Amdur	Creating Secure Virtual Databases Storing Masked Data
Delphix Corp.	U.S.	10430434	10-01-2019	Hubert Ken Sun	Managing Storage Devices in a Distributed Storage System
Delphix Corp.	U.S.	10372329	08-06-2019	Matthew Allan Ahrens, Alexander Warner Reece, George Raymond Wilson	Managing storage devices in a distributed storage system
Delphix Corp.	U.S.	8150808	04-03-2012	Charles Li Zha, Jed Yueh	Virtual Database System

Pending Patent Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
Delphix Corp.	U.S.	15/722825	10-02-2017	Jed Yueh, Xavier David Luiz, Yan Wang, Alok Srivastava	Interfacing with a Virtual Database System
Delphix Corp.	U.S.	15/810678	11-13-2017	Jed Yueh	Virtual Database System
Delphix Corp.	U.S.	15/972359	05-07-2018	Jed Yueh	Virtual Partitions in Virtual Databases
Delphix Corp.	U.S.	16/046871	07-26-2018	Jed Yueh	Version Control of Application

EXHIBIT C
TRADEMARKS

Registered Trademarks

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
Delphix Corp.	U.S.	4023717	09-06-2011	11-30-2010	Delphix Corp.	LOGSYNC
Delphix Corp.	U.S.	3768914	03-30-2010	01-14-2009	Delphix Corp.	DELPHIX

EXHIBIT D
MASK WORKS

[None.]