

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549256

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		INTELLECTUAL PROPERTY SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZERTO LTD		11/12/2019	Company: ISRAEL
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	275 Grove Street		
Internal Address:	Suite 2-200		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4873184	ZERTO	
Registration Number:	4873185	ZERTØ	
Registration Number:	4873186	ZERTØ	
Registration Number:	5661697	ZERTO	
Registration Number:	5661698	ZERTØ	
Registration Number:	5661699	ZERTØ	
Registration Number:	5661902	ZERTO CLOUD CONTINUITY PLATFORM	
Serial Number:	86983963	ZERTO VIRTUAL REPLICATION	
Serial Number:	87117611	RESILIENCE FOR EVOLVING IT	
Serial Number:	87388483	MY OTHER DATA CENTER IS A CLOUD	
Serial Number:	87806633	IT RESILIENCE PLATFORM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
TRADEMARK			

OP \$290.00 4873184

Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1152102 TM

NAME OF SUBMITTER: Sarah Mackin

SIGNATURE: /Sarah Mackin/

DATE SIGNED: 11/13/2019

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of November 12, 2019, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 (“**Bank**”) and ZERTO LTD, a company organized under the laws of the State of Israel with its principal place of business located at 10 Abba Eban Blvd., Ackerstein Tower C, 11th Floor, Herzliya Pituach 4672528 Israel (“**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 among Bank, Grantor, ZERTO, INC. (“**US Borrower**”) and ZERTO UK LIMITED (“**UK Borrower**”, and together with Grantor and US Borrower, jointly, severally, and collectively, “**Borrower**”) dated as of December 27, 2017, as amended by that certain First Amendment to Loan and Security Agreement dated January 31, 2019, as amended by that certain Second Amendment to Loan and Security Agreement dated September 22, 2019, and as further amended by that certain Third Amendment to Loan and Security Agreement of even date herewith (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 Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement and the ISR Debentures, 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 Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor’s obligations to Bank, 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 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 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 and the ISR Debentures, which are hereby incorporated by reference. The provisions of the Loan Agreement and the ISR Debentures 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 ISR Debentures, 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).

[Signature page follows.]

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
ZERTU LTD.
Company No. 3135053A

By: _____
Name: Roy Golding
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

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:

ZERTO LTD.

By: _____
Name: Roy Golding
Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: *R Phillips*
Name: RUARI PHILLIPS
Title: VICE PRESIDENT

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Adaptive quiesce for efficient cross-host consistent CDP checkpoints	8,832,037	September 9, 2014
Methods and apparatus for time-based dynamically adjusted journaling	8,843,446	September 23, 2014
Adaptive quiesce for efficient cross-host consistent CDP checkpoints	8,868,513	October 21, 2014
Adaptive quiesce for efficient cross-host consistent CDP checkpoints	8,959,059	February 17, 2015
Adaptive quiesce for efficient cross-host consistent CDP checkpoints	9,176,827	November 3, 2015
Methods and apparatus for providing hypervisor level data services for server virtualization	9,251,009	February 2, 2016
System and method for generating backups of a protected system from a recovery system	9,256,498	February 9, 2016
System and method for consistency verification of replicated data in a recovery system	9,268,648	February 23, 2016
Methods and apparatus for providing hypervisor level data services for server virtualization	9,372,634	June 21, 2016
Multiple points in time disk images for disaster recovery	9,389,892	July 12, 2016
System and method for management of a configuration of a virtual machine	9,396,004	July 19, 2016
Multi-RPO data protection	9,442,748	September 13, 2016
Methods and apparatus for providing hypervisor level data services for server virtualization	9,489,272	November 8, 2016
System and method for a simulation of a block storage system on an object storage system	9,690,886	June 27, 2017
Methods and apparatus for providing hypervisor level data services for server virtualization	9,710,294	July 18, 2017
Methods and apparatus for providing hypervisor level data services for server virtualization	9,785,513	October 10, 2017
Method for restoring files from a continuous recovery system	9,817,729	November 14, 2017

System and method for object-based continuous data protection	9,892,005	February 13, 2018
Method for restoring files from a continuous recovery system	10,157,109	December 18, 2018
Methods and apparatus for providing hypervisor level data services for server virtualization	10,204,015	February 12, 2019
Methods and apparatus for providing hypervisor level data services for server virtualization	10,430,224	October 1, 2019
Methods and apparatus for providing hypervisor level data services for server virtualization	10,459,749	October 29, 2019
METHODS AND APPARATUS FOR PROVIDING HYPERVISOR LEVEL DATA SERVICES FOR SERVER VIRTUALIZATION	13/039446	March 3, 2011
METHODS AND APPARATUS FOR PROVIDING HYPERVISOR LEVEL DATA SERVICES FOR SERVER VIRTUALIZATION	13/175892	July 4, 2011
METHODS AND APPARATUS FOR PROVIDING HYPERVISOR LEVEL DATA SERVICES FOR SERVER VIRTUALIZATION	14/831623	August 20, 2015
METHODS AND APPARATUS FOR PROVIDING HYPERVISOR LEVEL DATA SERVICES FOR SERVER VIRTUALIZATION	15/240847	August 18, 2016
MULTI-RPO DATA PROTECTION	15/231388	August 8, 2016
MULTIPLE POINTS IN TIME DISK IMAGES FOR DISASTER RECOVERY	15/194097	June 27, 2016
SYSTEM AND METHOD FOR GENERATING BACKUPS OF A PROTECTED SYSTEM FROM A RECOVERY SYSTEM	15/354544	November 17, 2016
SYSTEM AND METHOD FOR GENERATING BACKUPS OF A PROTECTED SYSTEM FROM A RECOVERY SYSTEM	14/859810	September 21, 2015
SYSTEM AND METHOD FOR CONSISTENCY VERIFICATION OF REPLICATED DATA IN A RECOVERY SYSTEM	15/413426	January 24, 2017
METHODS AND APPARATUS FOR PROVIDING HYPERVISOR LEVEL DATA SERVICES FOR SERVER VIRTUALIZATION	16/269542	February 6, 2019

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ZERTO	4873184	12/22/2015
ZERTØ	4873185	12/22/2015
ZERTØ	4873186	12/22/2015
ZERTO	5661697	1/22/2019
ZERTØ	5661698	1/22/2019
ZERTØ	5661699	1/22/2019
ZERTO CLOUD CONTINUITY PLATFORM	5661902	1/22/2019
ZERTO VIRTUAL REPLICATION	86983963	2/25/2015
RESILIENCE FOR EVOLVING IT	87117611	7/27/2016
MY OTHER DATA CENTER IS A CLOUD	87388483	3/28/2017
IT RESILIENCE PLATFORM	87806633	2/22/2018

EXHIBIT D

Mask Works

None.

ny-1771364

RECORDED: 11/13/2019

**TRADEMARK
REEL: 006795 FRAME: 0232**