

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM557063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELPHIX CORP.		01/08/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HERCULES CAPITAL, INC., as administrative agent and collateral agent		
Street Address:	400 Hamilton Avenue, Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4023717	LOGSYNC	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	054809-0055		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	01/10/2020		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 8, 2020 by and between (i) **HERCULES CAPITAL, INC.**, as administrative agent and collateral agent pursuant to the Loan Agreement (as hereinafter defined) (in such capacity, “Agent”) and (ii) **DELPHIX CORP.** (“Grantor”).

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 Loan and Security Agreement by and among Agent, in its capacity as administrative agent and 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”; all capitalized terms used but not defined herein shall have the respective meanings given to them therein). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the benefit of the Lenders, 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 Loan Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, 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 Agent, for the benefit of the Lenders, 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 Agent.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent 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.

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.

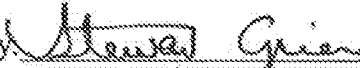
5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed and enforced in accordance with, the laws of the United States and the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

[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

[Signature Page to Intellectual Property Security Agreement (Hercules/Delphix)]

TRADEMARK
REEL: 006836 FRAME: 0012

AGENT:

HERCULES CAPITAL, INC.

By: 

Name: Zhuo Huang

Title: Associate General Counsel

[Signature Page to Intellectual Property Security Agreement (Hercules/Delphix)]

TRADEMARK
REEL: 006836 FRAME: 0013

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

1. Issued Patents

Grantor	Jurisdiction	Patent No.	Issue Date	Inventor	Title
Delphix Corp.	U.S.	9514140	12-06-2016	Jed Yueh	De-duplication based backup of file systems
Delphix Corp.	U.S.	9436556	09-06-2016	Siden, Leventhal	Customizable storage system for virtual databases
Delphix Corp.	U.S.	9396074	07-19-2016	Mike Stewart, Hubert Sun	Virtual database rewind
Delphix Corp.	U.S.	9389962	07-12-2016	Jed Yueh, Xavier David Luiz, Yan Wang, Alok Srivastava	Interfacing with a virtual database system
Delphix Corp.	U.S.	9106591	8-11-2015	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	5-19-2015	Charles Li Zha, Jed Yueh	Virtual database system
Delphix Corp.	U.S.	8949186	2-3-2015	Jed Yueh, Xavier David Luiz, Yan Wang, Alok Srivastava	Interfacing with a virtual database system
Delphix Corp.	U.S.	8788461	7-22-2014	Mike Stewart, Vinay Srihari, Shubho, Adam, Ahrens	Creating validated database snapshots for provisioning virtual databases
Delphix Corp.	U.S.	8566361	10-22-2013	Charles Zha, Jed Yueh, Alok Kumar Srivastava	Datacenter workflow automation scenarios using virtual databases
Delphix Corp.	U.S.	8548944	10-1-2013	Jed Yueh	De-duplication based backup of file systems
Delphix Corp.	U.S.	8161077	4-17-2012	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	06-18-2013	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

Grantor	Jurisdiction	Patent No.	Issue Date	Inventor	Title
					virtual databases
Delphix Corp.	U.S.	9990366	06-05-2018	Hubert, Henrik	Virtual partitions in virtual databases
Delphix Corp.	U.S.	9817836	11-14-2017	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

2. Pending Patent Applications

Grantor	Jurisdiction	Serial No.	Filing Date	Inventor	Title
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

1. Registered Trademarks

Grantor	Jurisdiction	Registration Number	Registration Date	Filing Date	Registered Owner	Mark
Delphix Corp.	U.S.	4023717	09-06-2011	6-30-2010	Delphix Corp.	LOGSYNC

2. Pending Trademark Applications: None.

EXHIBIT D

Mask Works

None.