

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Storcentric, Inc.		02/19/2020	Corporation: DELAWARE
Drobo, Inc.		02/19/2020	Corporation: DELAWARE
Nexsan Technologies Incorporated		02/19/2020	Corporation: DELAWARE
Nexsan Corporation		02/19/2020	Corporation: DELAWARE
Connected Data, Inc.		02/19/2020	Corporation: CALIFORNIA
Retrospect, Inc.		02/19/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Newlight Capital, LLC		
Street Address:	525 Middlefield Road		
Internal Address:	Suite 250		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94045		
Entity Type:	Corporation: NORTH CAROLINA		
Name:	UMB Bank, National Association, as Trustee		
Street Address:	2 South Broadway		
Internal Address:	Suite 600		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63102		
Entity Type:	National Banking Association: MISSOURI		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	87437299	BEYONDRAID	
Serial Number:	77094862	DROBO	
Serial Number:	78658769	ASSUREON	
Serial Number:	78658909	ASSUREON	
Serial Number:	77465350	AUTOMAID	
Serial Number:	85139885		
TRADEMARK			

OP \$440.00 87437299

Property Type	Number	Word Mark
Serial Number:	85211029	E-CENTRE
Serial Number:	85338153	FASTIER
Serial Number:	77666170	NEXSAN
Serial Number:	85052305	NEXSAN
Serial Number:	86948652	NEXSAN UNITY
Serial Number:	85540270	NST
Serial Number:	77505136	SASBEAST
Serial Number:	77505120	SASBOY
Serial Number:	78698045	SATABEAST
Serial Number:	88150304	STORCENTRIC
Serial Number:	86948640	UNITY

CORRESPONDENCE DATA

Fax Number: 3102843894

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: 4242393744

Email: susan.yates@btlaw.com

Correspondent Name: Susan Yates

Address Line 1: 2029 Century Park E Ste 300

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER: Susan Yates

SIGNATURE: /Susan Yates/

DATE SIGNED: 02/19/2020

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 19, 2020 (the "**Agreement**") between **NEWLIGHT CAPITAL, LLC**, a North Carolina limited liability company, as servicer ("**Servicer**"), for its own account and for the benefit of **UMB BANK, NATIONAL ASSOCIATION**, as Trustee, solely in its capacity as disbursing agent ("**Disbursing Agent**"), **STORCENTRIC, INC.**, a Delaware corporation ("**Storcentric**"), **CONNECTED DATA, INC.**, a California corporation ("**Connected Data**"), **DROBO, INC.**, a Delaware corporation ("**Drobo**"), **NEXSAN TECHNOLOGIES INCORPORATED**, a Delaware corporation ("**NTI**"), **NEXSAN CORPORATION**, a Delaware corporation ("**Nexsan**") and **RETROSPECT, INC.**, a California corporation ("**Restrospect**"; together with Storcentric, Connected Data, Drobo, NTI and Nexsan, individually and collectively, jointly and severally, "**Grantor**") is made with reference to the Proceeds Disbursing and Security Agreement, dated as of February 19, 2020 (as amended from time to time, the "**Disbursing Agreement**"), among Disbursing Agent, Servicer and Grantor. Terms defined in the Disbursing 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 Disbursing Agreement, Grantor grants to Servicer, for its own account and for the benefit of Disbursing Agent, 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**"):

(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 Servicer or Disbursing Agent with respect to the security interests granted hereunder are in addition to those set forth in the Disbursing Agreement, and those which are now or hereafter available to Servicer or Disbursing Agent as a matter of law or equity. Each right, power and remedy of Servicer or Disbursing Agent provided for herein or in the Disbursing 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 Servicer or Disbursing Agent of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Servicer or Disbursing Agent of any other rights, powers or remedies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISBURSING AGENT:

**UMB BANK, NATIONAL ASSOCIATION, AS
TRUSTEE**

By:  _____

Name: Julius R. Zamora

Title: Vice President

Address for Notices:

Attn: Julius R. Zamora

2 South Broadway, Suite 600

St. Louis, Missouri 63102

SERVICER:

NEWLIGHT CAPITAL, LLC

By: _____

Name: _____

Title: _____

Address for Notices:

Attn: Kerry Smith

525 Middlefield Road, Suite 250

Menlo Park, CA 94045

*[Signature Page to Intellectual Property Security Agreement]
[Signatures Continued Next Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DISBURSING AGENT:

**UMB BANK, NATIONAL ASSOCIATION, AS
TRUSTEE**

By: _____

Name: _____

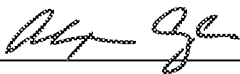
Title: _____

Address for Notices:

Attn: _____

SERVICER:

NEWLIGHT CAPITAL, LLC

By:  _____

Name: Alexis Coyle _____

Title: Senior Managing Director _____

Address for Notices:

Attn: Kerry Smith

525 Middlefield Road, Suite 250

Menlo Park, CA 94045

*[Signature Page to Intellectual Property Security Agreement]
[Signatures Continued Next Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

STORCENTRIC, INC., a Delaware corporation

By: 

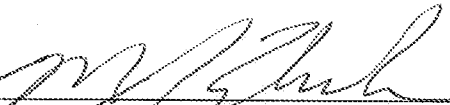
Name: Michael Edwards

Title: President, Chief Financial Officer & Secretary

Address for Notices:

Attn: 1289 Anglinwood Ave
Sunnyvale CA 94089

CONNECTED DATA, INC., a California corporation

By: 

Name: Michael Edwards

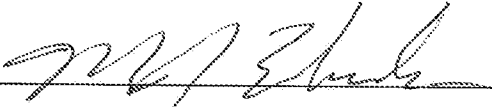
Title: President, Chief Financial Officer & Secretary

Address for Notices:

Attn: Same

*[Signature Page to Intellectual Property Security Agreement]
[Signatures Continued Next Page]*

DROBO, INC., a Delaware corporation

By: 

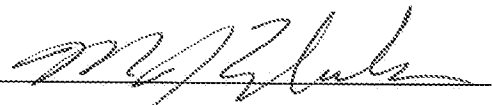
Name: Michael Edwards

Title: President and Secretary

Address for Notices:

Attn: 1289 Anvilwood Ave
Summerville, CT 06089

NEXSAN TECHNOLOGIES INCORPORATED, a Delaware corporation

By: 

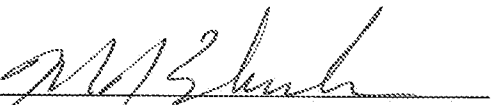
Name: Michael Edwards

Title: President and Secretary

Address for Notices:

Attn: Same

NEXSAN CORPORATION, a Delaware corporation

By: 

Name: Michael Edwards

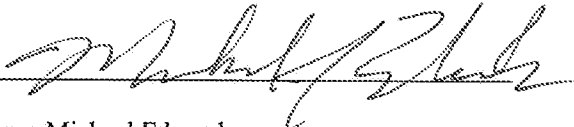
Title: President and Secretary

Address for Notices:

Attn: Same

[Signature Page to Intellectual Property Security Agreement]
[Signatures Continued Next Page]

RETROSPECT, INC., a California corporation

By: 

Name: Michael Edwards

Title: President, Chief Financial Officer & Secretary

Address for Notices:

Attn: 1259 Ashwood Ave
Sunnyvale, CA 94089

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type Of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B
TRADEMARKS

Please Check if No Trademarks Exist

Trademark	Owner	App. No.	Filing Date	Reg. No.	Reg. Date
BEYONDRAID	Drobo, Inc.	87437299	5/4/2017	5345942	11/28/2017
DROBO	Drobo, Inc.	77094862	1/30/2007	3458825	7/1/2008
ASSUREON	Nexsan Technologies Incorporated	78/658,769	27-Jun-2005	3,175,478	21-Nov-2006
ASSUREON (stylized)	Nexsan Technologies Incorporated	78/658,909	27-Jun-2005	3,175,479	21-Nov-2006
AutoMAID	Nexsan Technologies Incorporated	77/465,350	05-May-2008	3,709,663	10-Nov-2009
E (three horizontal lines design)	Nexsan Technologies Incorporated	85/139,885	28-Sep-2010	4,003,906	26-Jul-2011
E-CENTRE	Nexsan Technologies Incorporated	85/211,029	05-Jan-2011	4,094,613	31-Jan-2012
FASTIER	Nexsan Technologies Incorporated	85/338,153	04-Jun-2011	4,180,640	24-Jul-2012
NEXSAN	Nexsan Technologies Incorporated	77/666,170	09-Feb-2009	3,675,948	01-Sep-2009
NEXSAN (stylized)	Nexsan Technologies Incorporated	85/052,305	01-Jun-2010	3,982,616	21-Jun-2011
NEXSAN UNITY	Nexsan Technologies Incorporated	86/948,652	22-Mar-2016		
NST	Nexsan Technologies Incorporated	85/540,270	11-Feb-2012	4,243,620	13-Nov-2012
SASBEAST	Nexsan Technologies Incorporated	77/505,136	23-Jun-2008	3,775,512	13-Apr-2010
SASBOY	Nexsan Technologies Incorporated	77/505,120	23-Jun-2008	3,775,511	13-Apr-2010

Trademark	Owner	App. No.	Filing Date	Reg. No.	Reg. Date
SATABEAST	Nexsan Technologies Incorporated	78/698,045	23-Aug-2005	3,238,324	01-May-2007
STORCENTRIC	StorCentric, Inc.	88/150,304	10-Oct-2018		
UNITY	Nexsan Technologies Incorporated	86/948,640	22-Mar-2016		

EXHIBIT C

PATENTS

Please Check if No Patents Exist

Title	Application Number	Issued Or Published?	Patent Number	Issue Date
Personal Storage Appliance	29/437,875	Issued	D706,755 S	10-Jun-2014
System and Method for Managing User Data in a Plurality of Storage Appliances Over a Wide Area Network for Collaboration, Protection, Publication, or Sharing	13/804,019	Issued	9,218,406	22-Dec-2015
System and Method for Socially Organized Storage and Shared Access to Storage Appliances	13/804,436	Issued	9,396,156	19-Jul-2016
Method of Reducing Bandwidth Required for Sharing of Files on a Server	14/322,447	Issued	8,959,242	17-Feb-2015
System and Method for Visualizing Data Sharing Arrangements for an Organization	15/082,936	Allowed		
Data Archiving System	11/463,461	Issued	7,801,871	21-Sep-2010
Data Archiving System	12/851,824	Issued	8,086,578	27-Dec-2011
Data Archiving System	13/323,064	Issued	8,843,461	23-Sep-2014
Apparatus for Storing Data	12/646,532	Issued	8,120,922	21-Feb-2012
Apparatus for Storing Data	13/352,559	Issued	9,269,401	23-Feb-2016
Data Storage Apparatus	12/646,575	Issued	8,191,841	05-Jun-2012
Data Storage Apparatus	13/459,905	Issued	8,976,530	10-Mar-2015
Journaling Raid System	14/041,975	Issued	8,838,893	16-Sep-2014
System for Displaying Hierarchical Information	13/076,218	Issued	9,256,350	09-Feb-2016
Blockchain-Based Decentralized Storage System	16/198,090	Pending		
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	11/267,938	Issued	7,814,273	12-Oct-2010
Dynamically Upgradeable Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	11/267,836	Issued	7,814,272	12-Oct-2010
Dynamically Expandable and Contractible Fault-Tolerant Storage System with Virtual Hot Spare	11/267,963	Issued	9,043,639	26-May-2015

Storage System Condition Indicator and Method	11/267,960	Issued	7,818,531	19-Oct-2010
Filesystem-Aware Block Storage System, Apparatus, and Method	11/743,967	Issued	7,873,782	18-Jan-2011
Carrierless Storage System Enclosure with Ejection Mechanism	12/101,708	Issued	8,215,727	10-Jul-2012
System and Method for Protecting Users of Data Storage Systems Against Known Problems	12/823,732	Issued	8,225,135	17-Jul-2012
Storage System Condition Indicator and Method	12/906,848	Issued	8,156,303	10-Apr-2012
Push-Push Eject Disk Drive Chassis	13/234,359	Issued	8,737,057	27-May-2014
Fast Cache Reheat	13/790,163	Published		
System and Method for an Accelerator Cache Based on Memory Availability and Usage	13/798,911	Issued	9,411,736	09-Aug-2016
System And Method for an Accelerator Cache And Physical Storage Tier	15/200,456	Issued	9,940,023	10-Apr-2018