

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568781

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CTERA NETWORKS LTD.		03/15/2020	Private Limited Company: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL VI (EXPERT FUND) LP		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	Limited Partnership: JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3759519	CLOUD ATTACHED STORAGE	
Registration Number:	3723596	CLOUDPLUG	
Registration Number:	3887808	NEXT3	
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>			
Email:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	8 HARTOM STREET		
Address Line 2:	PO BOX 45087		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/46.995		
NAME OF SUBMITTER:	AARON LEWIN		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	03/25/2020		
Total Attachments: 8			
source=Ctera - US IP Security Agreement - Fully Executed - March2020#page1.tif			
source=Ctera - US IP Security Agreement - Fully Executed - March2020#page2.tif			
source=Ctera - US IP Security Agreement - Fully Executed - March2020#page3.tif			

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated March 15, 2020, is made by and between (i) Ctera Networks Ltd., a company incorporated in Israel under registered number 514141985 whose registered office is at 25 Efal St., Petah Tikva 4951125, Israel (“**Grantor**”); and (ii) Kreos Capital VI (Expert Fund) LP, a limited partnership incorporated in Jersey under registered number 2770 whose registered office is at 47 Esplanade, St Helier, Jersey (the “**Lender**” which expression shall include its respective successors and assigns).

WHEREAS, the Lender and the Grantor, have entered into that certain Agreement for the Provision of a Loan Facility dated March 15, 2020 (the “**Loan Agreement**”), to which a Debenture - Floating Charge (the “**Debenture - Floating Charge**”) and a Debenture - Fixed Charge (the “**Debenture - Fixed Charge**”), in each case executed by the Grantor and the Lender, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, the Grantor has agreed, among other things, to grant a first priority floating charge over the intellectual property of the Grantor to the Lender and under the Debenture - Fixed Charge, the Grantor has agreed, among other things, to grant a first priority fixed charge over certain specific intellectual property of Grantor to the Lender, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the “**Charge Agreements**”), the Grantor hereby grants to the Lender a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the “**Trademarks**”), and (iii) all copyrights and registrations and applications therefore set forth in **Schedule A** (the “**Copyrights**”), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the “**Collateral**”). **Schedule A** shall be updated pursuant to the provisions of Section 3.8 of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor and/or the application for, or acquisition of, any new Copyrights (whether registered or not), and the Grantor shall file amendments to **Schedule A** to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor to the Lender under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by the Grantor to the Lender, now or hereafter existing under or in respect of the Loan Agreement, and the Charge Agreements, or under any other future financing arrangement between the Company and the Lender (the “**Secured Obligations**”).

Section 3. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officials record this IP Security Agreement.

Section 4. Right to Request Information. The Lender shall have the right to request, and the Grantor shall promptly provide upon such request, information reasonably required in order to confirm that **Schedule A** is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail. The Lender may assign or transfer its rights and obligations under this IP Security Agreement pursuant to the terms of assignment set forth in Section 16.4 of the Loan Agreement.

Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court. Notwithstanding the aforesaid, the Lender shall be entitled to initiate proceedings against the Grantor in any applicable jurisdiction.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to the Lender shall terminate and be of no force with respect to the Lender upon satisfaction in full of the Secured Obligations of the Grantor to the Lender. Upon termination of this IP Security Agreement and the security interest granted to the Lender hereunder, the Lender shall execute all documents reasonably necessary to remove the security interest granted by the Grantor hereunder and take any action reasonably necessary to remove the security interest granted by the Grantor hereunder.

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IN WITNESS WHEREOF, the Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CTERA NETWORKS LTD.

By: _____

Name: Liran Eshel

Title: CEO

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Grantor and the Lender have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

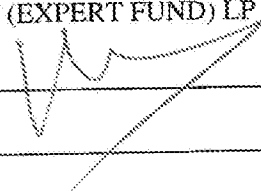
CTERA NETWORKS LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL VI (EXPERT FUND) LP

By: _____ 

Name: _____

Title: _____

SCHEDULE A

PATENTS

COUNTRY	STATUS	SERIAL NO.	TITLE	FILED
United States	Issued	14/227,078	TECHNIQUES FOR RECONCILING METADATA AND DATA IN A CLOUD STORAGE SYSTEM WITHOUT SERVICE INTERRUPTION	27/03/2014
United States	Expired	61/806,154	TECHNIQUES FOR RESYNCHRONIZING METADATA AND DATA IN A CLOUD STORAGE SYSTEM WITHOUT SERVICE INTERRUPTION	28/03/2013
United States	Issued	14/227,278	TECHNIQUES FOR EFFICIENTLY ENFORCING RESOURCE QUOTAS IN A MULTI-TENANT CLOUD STORAGE SYSTEM	27/03/2014
United States	Expired	61/807,079	TECHNIQUES FOR EFFICIENTLY ENFORCING STORAGE QUOTAS IN A MULTI-TENANT CLOUD STORAGE SYSTEM	01/04/2013
United States	Issued	14/243,926	MULTI-TENANT CLOUD STORAGE SYSTEM	03/04/2014
United States	Expired	61/808,012	MULTI-TENANT CLOUD STORAGE SYSTEM	03/04/2013
United States	Published	14/674,225	INVITATION LINKS WITH ENHANCED PROTECTION	31/03/2015
United States	Expired	61/974,123	INVITATION LINKS WITH ENHANCED PROTECTION	02/04/2014
United States	Published	14/674,245	TECHNIQUES FOR OPTIMIZING DATA FLOWS IN HYBRID CLOUD STORAGE SYSTEMS	31/03/2015
United States	Expired	61/974,402	TECHNIQUES FOR OPTIMIZING DATA FLOWS IN HYBRID CLOUD STORAGE SYSTEMS	02/04/2014
United States	Issued	14/709,902	MULTI-LEVEL NAMESPACE MANAGEMENT SYSTEM AND METHOD THEREOF FOR HYBRID CLOUD STORAGE SYSTEMS	12/05/2015
United States	Expired	61/991,850	MULTI-LEVEL NAMESPACE MANAGEMENT SYSTEM FOR HYBRID CLOUD STORAGE SYSTEMS	12/05/2014
United States	Issued	12/641,559	STORAGE DEVICE AND METHOD THEREOF FOR INTEGRATING NETWORK ATTACHED STORAGE WITH CLOUD STORAGE SERVICES	18/12/2009
United States	Issued	13/188,144	CLOUD CONNECTOR FOR INTERFACING BETWEEN A NETWORK ATTACHED STORAGE DEVICE AND A CLOUD STORAGE SYSTEM	21/07/2011
United States	Issued	14/572,067	CACHING DEVICE AND METHOD THEREOF FOR INTEGRATION WITH A CLOUD STORAGE SYSTEM	16/12/2014
United States	Allowed	15/463,433	DATA FILES SYNCHRONIZATION WITH CLOUD STORAGE SERVICE	20/03/2017
United States	Pending	16/747,160	DATA FILES SYNCHRONIZATION WITH CLOUD STORAGE SERVICE	20/01/2020
United States	Expired	61/140,071	STORAGE DEVICE AND METHOD THEREOF FOR INTEGRATING NETWORK ATTACHED STORAGE WITH CLOUD STORAGE SERVICES	22/12/2008
United States	Issued	13/205,238	REMOTE ACCESS SERVICE FOR CLOUD-ENABLED NETWORK DEVICES	08/08/2011
United States	Issued	14/520,975	SYSTEM AND METHOD FOR REMOTE ACCESS TO CLOUD-ENABLED NETWORK DEVICES	22/10/2014
United States	Issued	14/811,235	APPARATUS AND METHODS FOR SCANNING DATA IN A CLOUD STORAGE SERVICE	28/07/2015
United States	Expired	62/030,296	SYSTEM AND METHOD FOR SCANNING UNSTRUCTURED DATA IN A CLOUD STORAGE SERVICE	29/07/2014
United States	Issued	14/834,984	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	25/08/2015
United States	Allowed	16/040,962	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	20/07/2018
Canada	Pending	2952988	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	19/12/2016
China	Published	201580038954.4	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	16/01/2017
European Patent	Published	15835741.8	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	26/12/2016
United States	Expired	62/041,941	METHOD AND SYSTEM FOR MULTILEVEL FILE SHARING AND SYNCHRONIZING IN A HYBRID CLOUD NETWORK	26/08/2014
World Intellectual	Published	PCT/US15/46704	METHOD AND SYSTEM FOR ROUTING DATA FLOWS IN A CLOUD STORAGE SYSTEM	25/08/2015

United States	Published	15/355,466	Techniques for securely sharing files from a cloud storage	18/11/2016
United States	Expired	62/257,498	Techniques for securely sharing files from a cloud storage	19/11/2015
United States	Issued	14/835,003	METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	25/08/2015
United States	Published	16/040,970	METHOD FOR SEAMLESS ACCESS TO A CLOUD STORAGE SYSTEM BY AN ENDPOINT DEVICE	20/07/2018
United States	Published	16/282,627	METHOD FOR SEAMLESS ACCESS TO A CLOUD STORAGE SYSTEM BY AN ENDPOINT DEVICE USING METADATA	22/02/2019
Canada	Pending	2953031	A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	20/12/2016
China	Published	201580038921.X	A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	16/01/2017
European Patent	Published	15835803.6	METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	26/12/2016
World Intellectual	Published	PCT/US15/46711	A METHOD AND COMPUTING DEVICE FOR ALLOWING SYNCHRONIZED ACCESS TO CLOUD STORAGE SYSTEMS BASED ON STUB TRACKING	25/08/2015
United States	Pending	16/390,419	SYSTEM AND METHOD FOR CACHE PRE-WARMING	22/04/2019
United States	Pending	16/368,011	CLOUD FILE TRANSFERS USING CLOUD FILE DESCRIPTORS	28/03/2019
United States	Pending	16/504,663	GLOBAL FILE SYSTEM FOR DATA-INTENSIVE APPLICATIONS	08/07/2019

TRADEMARKS

Mark	Country	IssueDate	PatentNum	Status
CLOUD ATTACHED STORAGE	United States	09/03/2010	3759519	Issued
CLOUDPLUG	United States	08/12/2009	3723596	Issued
NEXT3	United States	07/12/2010	3887808	Issued

Domain Name	Registrar	Creation Date	Expiration Date	Status	Days to Expiration	Website URL
CLOUD-STORAGE-GATEWAY.COM	COM	12/07/2010	12/07/2020	locked	Off	Active
CLOUD-STORAGE-GATEWAYS.COM	COM	12/07/2010	12/07/2020	locked	Off	Active
CLOUDSTORAGEGATEWAY.COM	COM	12/07/2010	12/07/2020	locked	Off	Active
CLOUDSTORAGEGATEWAYS.COM	COM	12/07/2010	12/07/2020	locked	Off	Active
cteramail.com	COM	12/07/2018	12/07/2020	locked	On	Active
RAINSHEL.COM	COM	18/08/2008	18/08/2020	locked	Off	Active
C-TERA.COM	COM	01/09/2008	01/09/2020	locked	On	Active
C-TERA.NET	NET	01/09/2008	01/09/2020	locked	Off	Active
CTERA.INFO	INFO	01/09/2008	01/09/2020	locked	On	Active
CTERA.ME	ME	01/09/2008	01/09/2020	locked	On	Active
CTERA.MOBI	MOBI	01/09/2008	01/09/2020	locked	Off	Active
CLOUDGATEWAYS.COM	COM	15/10/2008	15/10/2020	locked	Off	Active
CLOUDGATEWAYS.NET	NET	28/10/2010	28/10/2020	locked	Off	Active
CTERA.CN	CN	03/11/2008	03/11/2020	locked	Off	Pending Document Uplo
CTERA.CO.UK	CO.UK	03/11/2008	03/11/2020	locked	Off	Active
CTERA.DE	DE	03/11/2008	03/11/2020	Unlocked	Off	Active
CLOUDATTACHEDSTORAGE.COM	COM	17/11/2008	17/11/2020	locked	Off	Active
CLOUDATTACHEDSTORAGE.NET	NET	17/11/2008	17/11/2020	locked	Off	Active
CLOUDATTACHEDSTORAGE.ORG	ORG	17/11/2008	17/11/2020	locked	Off	Active
NEXT3.NET	NET	22/11/2009	22/11/2020	locked	Off	Active
NEXT3.ORG	ORG	22/11/2009	22/11/2020	locked	Off	Active
CLOUD-ATTACHED-STORAGE.COM	COM	27/11/2008	27/11/2020	locked	Off	Active
CLOUD-ATTACHED-STORAGE.NET	NET	27/11/2008	27/11/2020	locked	Off	Active
CLOUD-ATTACHED-STORAGE.ORG	ORG	27/11/2008	27/11/2020	locked	Off	Active
CTERA.IT	IT	03/12/2009	02/12/2020	locked	Off	Active
CTERA.ES	ES	03/12/2009	03/12/2020	locked	Off	Active
CTERA.NL	NL	03/12/2009	04/12/2020	locked	Off	Active
cloudgateway.net	NET	18/01/2017	18/01/2021	locked	Off	Active
cteracloud.us	US	17/02/2017	16/02/2021	locked	On	Active
cterportal.us	US	17/02/2017	16/02/2021	locked	On	Active
cterawpc.us	US	17/02/2017	16/02/2021	locked	On	Active
cteracloud.com	COM	17/02/2017	17/02/2021	locked	On	Active
cteracloud.net	NET	17/02/2017	17/02/2021	locked	On	Active
cterportal.com	COM	17/02/2017	17/02/2021	locked	On	Active
cterawpc.com	COM	17/02/2017	17/02/2021	locked	On	Active
cterawpc.net	NET	17/02/2017	17/02/2021	locked	On	Active
ctera.cloud	CLOUD	23/02/2016	23/02/2021	locked	Off	Active
ONRAMP.CLOUD.COM	COM	07/03/2012	07/03/2021	locked	Off	Active
ONRAMP.CLOUD.NET	NET	07/03/2012	07/03/2021	locked	Off	Active
ACTIVEMAS.COM	COM	25/04/2008	25/04/2021	locked	On	Active
CTERANET.COM	COM	06/05/2009	06/05/2021	locked	Off	Active
CTERA.BIZ	BIZ	10/05/2009	09/05/2021	locked	On	Active
CTERA.IN	IN	10/05/2009	10/05/2021	locked	Off	Active
CTERANETWORKS.COM	COM	11/03/2010	11/03/2023	locked	Off	Active
CTERANETWORKS.NET	NET	11/03/2010	11/03/2023	locked	Off	Active
CTERANETWORKS.ORG	ORG	11/03/2010	11/03/2023	locked	Off	Active
CTERA.COM	COM	23/08/2008	23/08/2025	locked	On	Active
MYCTERA.COM	COM	01/09/2008	01/09/2025	locked	Off	Active