

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575887

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skytap, Inc.		05/08/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5724642		
<b>Registration Number:</b>	3713390	SKYTAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(619) 699-2708		
<b>Email:</b>	christian.cruz@us.dlapiper.com		
<b>Correspondent Name:</b>	DLA Piper LLP (US)		
<b>Address Line 1:</b>	401 B Street		
<b>Address Line 2:</b>	Suite 1700		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	05/11/2020		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of May 8, 2020 by and between SILICON VALLEY BANK, a California corporation (“Bank”), and SKYTAP, INC., a Delaware corporation (“Grantor”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of February 28, 2017 (as the same may be amended, modified or supplemented from time to time, including without limitation by that certain First Amendment to Loan and Security Agreement dated as of March 27, 2018, that certain Second Amendment to Loan and Security Agreement dated as of April 19, 2019, and that certain Third Amendment to Loan and Security Agreement dated as of the date hereof, collectively, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 constituting Collateral (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 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, 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, 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 Bank 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.

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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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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:

Address:

719 2<sup>nd</sup> Avenue  
Seattle, WA 98104  
Attn: Frank Colich – CFO

**SKYTAP, INC.**

DocuSigned by:

By: Frank Colich

16327273FAED422...

Name: Frank Colich

Title: Chief Financial Officer

BANK:

Address:

901 5th Ave, Suite 3900  
Seattle, WA 98164  
Attn: Christopher Berg – Vice President

**SILICON VALLEY BANK**

DocuSigned by:

By: Chris Berg

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Name: Christopher Berg

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

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**TRADEMARK**  
**REEL: 006936 FRAME: 0102**

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

EXHIBIT B

## Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	8,972,978	03/03/2015
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	8,473,594	06/25/2013
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	10,127,059	11/13/2018
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	8,473,627	06/25/2013
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	8,635,351	01/21/2014
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	9,870,238	01/16/2018
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	9,052,933	06/09/2015
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	9,063,763	06/23/2015
MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	16/128,251	09/11/2018
METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	9,383,891	07/05/2016
METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	10,209,850	02/19/2019
METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	9,939,984	04/10/2018
METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	16/240,460	01/04/2019
VIRTUAL GATEWAY ROUTER	8,478,902	07/02/2013
VIRTUAL GATEWAY ROUTER	8,601,158	12/03/2013
VIRTUAL GATEWAY ROUTER	8,621,104	12/31/2013



<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIRTUAL GATEWAY ROUTER	9,430,260	08/30/2016
DISTRIBUTED SERVICE ROUTING PROTOCOL SUITABLE FOR VIRTUAL NETWORKS	9,294,384	03/22/2016
DISTRIBUTED SERVICE ROUTING PROTOCOL SUITABLE FOR VIRTUAL NETWORKS	10,122,613	11/06/2018
DISTRIBUTED SERVICE ROUTING PROTOCOL SUITABLE FOR VIRTUAL NETWORKS	10,581,720	03/03/2020
STORAGE AREA NETWORK EMULATION	9,798,497	10/24/2017
STORAGE AREA NETWORK EMULATION	10,241,724	03/26/2019
MULTI-REGION VIRTUAL DATA CENTER TEMPLATE	10,374,891	08/06/2019
MULTI-REGION VIRTUAL DATA CENTER TEMPLATE	10,050,834	08/14/2018
MULTI-REGION VIRTUAL DATA CENTER TEMPLATE	16/447,053	06/20/2019

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date



SKYTAP

5,724,642

04/16/2019

3,713,390

11/17/2009

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None.

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