

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583246

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DATA DYNAMICS, INC.		06/26/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DD INVESTORS, LLC		
<b>Street Address:</b>	810 SEVENTH AVENUE SUITE 2005		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88197414		
<b>Serial Number:</b>	85843813		
<b>Serial Number:</b>	88188465	CHAMPION OF DATA	
<b>Registration Number:</b>	4576739	DATA DYNAMICS	
<b>Serial Number:</b>	88197418	DYNAMIC FILE MANAGEMENT	
<b>Serial Number:</b>	87226983	INSIGHT ANALYTICS	
<b>Serial Number:</b>	88867258	INSIGHT ANALYTIX	
<b>Serial Number:</b>	85851083	MANAGE YOUR DATA	
<b>Serial Number:</b>	85738427	STORAGEX	
<b>Serial Number:</b>	87603501	UDE	
<b>Serial Number:</b>	87983086	UDE	
<b>Serial Number:</b>	87603507	UNIVERSAL DATA ENGINE	
<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>	2165665791		
<b>Email:</b>	JENNIFER.HARDY@THOMPSONHINE.COM		
<b>Correspondent Name:</b>	THOMAS BUTCHKO, ESQ.		
<b>Address Line 1:</b>	3900 KEY CENTER		
<b>TRADEMARK</b>			

OP \$315.00 88197414

**Address Line 4:** CLEVELAND, OHIO 44114

**NAME OF SUBMITTER:** THOMAS BUTCHKO

**SIGNATURE:** /S/ THOMAS BUTCHKO

**DATE SIGNED:** 06/26/2020

**Total Attachments: 14**

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## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement is entered into as of June 26, 2020, by and between DD Investors LLC, a Delaware limited liability company (“Grantee”), and Data Dynamics, Inc., a Delaware corporation (“Grantor”).

### **RECITALS**

A. Grantee has agreed to make certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Grantee and Grantor dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the “Loan Agreement”).

B. The term “Patents” means all patents, patent applications and like protections including without limitation design and utility patents, utility models, industrial designs, improvements, divisions, continuations, renewals, reissues, reexaminations, extensions and continuations-in-part of the same and the inventions disclosed or claimed therein.

C. The term “Trademarks” means trade names, trademarks, service marks and applications therefor, whether registered or not, trade dress, and all of the goodwill of the business of Grantor connected with and symbolized by such trademarks, service marks and trade dress.

D. The term “Copyrights” means all works of authorship, copyrights, copyright applications, copyright registration and like protection in each work of authorship and derivative work thereof, whether published or unpublished, now owned or hereafter acquired, and including all moral rights included or embodied therein.

E. The term “Trade Secrets” means any trade secret rights, including any rights to unpatented inventions, know-how and confidential information now owned or hereafter acquired.

F. Capitalized terms used herein, but not otherwise defined are as defined in the Loan Agreement and this Agreement constitutes a Loan Document as defined in the Loan Agreement. Grantee is willing to make the Advance to Grantor, but only upon the condition, among others, that Grantor shall grant to Grantee a security interest in certain Patents, Trademarks, Copyrights and Trade Secrets to secure the obligations of Grantor under the Loan Agreement and other Loan Documents.

G. Pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a first priority security interest (subject to Permitted Liens) 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 and the other Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement, and subject the terms and conditions of the Loan Agreement, Grantor grants and pledges to Grantee a first priority security interest (subject only to Permitted Liens) in all of Grantor’s right, title and interest in, to and under its Patents, Trademarks and Copyrights (including without limitation those Patents, Trademarks and Copyrights listed on Exhibits A,

B and C, respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations in-part thereof, in each case whether now existing or hereafter acquired.

This security interest is granted in conjunction with the security interest granted to Grantee under the Loan Agreement. The rights and remedies of Grantee with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and any of the other Loan Documents, and those which are now or hereafter available to Grantee as a matter of law or equity. Each right, power and remedy of Grantee provided for herein, in the Loan Agreement or any of the other Loan Documents, 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 Grantee of any one or more of the rights, powers or remedies provided for herein, in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Grantee, of any or all other rights, powers or remedies.

[Remainder of page intentionally left blank; signature page follows.]

4850-3604-9856.2

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DATA DYNAMICS, INC.

DocuSigned by:  
*Piyush Mehta*  
By: \_\_\_\_\_  
Name: Piyush Mehta  
Title: Chief Executive Officer

Address of Grantor:

Data Dynamics, Inc.  
101 Cedar Lane, Suite 102  
Teaneck, New Jersey 07666  
Attention: Piyush Mehta  
Email: piyush.mehta@datdyn.com

GRANTEE:

DD INVESTORS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address of Grantee:

DD Investors LLC  
810 Seventh Avenue, Suite 2005  
New York, New York 10019  
Attention: Martin Friedman  
Email: mfriedman@dhcapital.com

[Signature Page to Patent, Trademark and Copyright Security Agreement]

IN WITNESS WHEREOF, the parties have caused this Patent, Trademark and Copyright Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

DATA DYNAMICS, INC.

By: \_\_\_\_\_

Name: Piyush Mehta

Title: CEO

Address of Grantor:

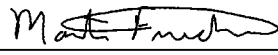
Data Dynamics, Inc.  
101 Cedar Lane, Suite 102  
Teaneck, New Jersey 07666  
Attention: Piyush Mehta  
Email: piyush.mehta@datdyn.com

GRANTEE:

DD INVESTORS, LLC

By: DHIP-NMCO LLC

Its: Manager

By:  \_\_\_\_\_

Name: Martin Friedman

Title: Manager

Address of Grantee:

DD Investors LLC  
810 Seventh Avenue, Suite 2005  
New York, New York 10019  
Attention: Martin Friedman  
Email: mfriedman@dhcapital.com

EXHIBIT A

Patents

None.

EXHIBIT B

Trademarks

See attached.

Exhibit B-1

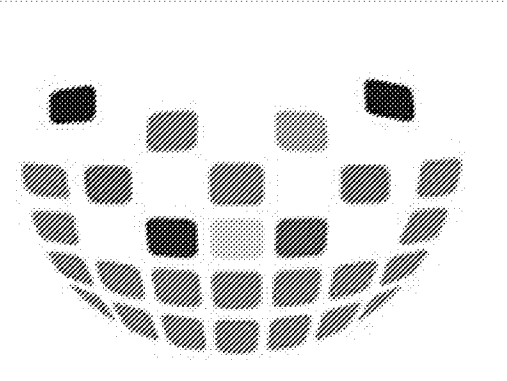
**TRADEMARK**  
**REEL: 006980 FRAME: 0377**



# Active Trademark Portfolio

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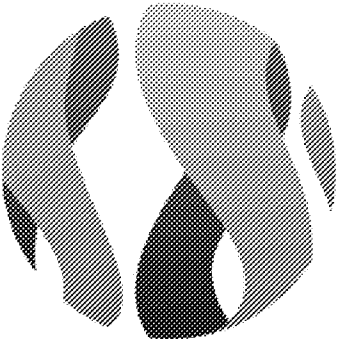
Results for Organization Name Equal to (with Wildcards) 'Data Dynamics'

MARK	IMAGE	COUNTRY	STATUS	SUB STATUS	OWNER	FILE NUMBER
APPL NO DATE FILING DATE REG. NO INDICATOR REG. DATE ACTIVITY DUE		United States of America	Registered	Monitor	Data Dynamics, Inc.	36529-004-US-01
88197414 Jun 30, 2020	Nov 16, 2018 6056162 May 6, 2020					
009-Software for data conversion, aggregation, management, development, integration, manipulation and recovery; software for creation and modification of meta data; software for recreating content from representative objects; 042-Providing on-line non-downloadable software for data conversion, aggregation, management, development, integration, manipulation and recovery; providing on-line non-downloadable software for creation and modification of meta data; providing on-line non-downloadable software for recreating content from representative objects; consulting services relating to assisting others with data conversion, data aggregation, and data manipulation; consulting services relating to assisting others with creation and modification of meta data; data recovery consulting services; namely, assisting others with recreating content from representative data objects.						
Due Date File POA						

TRADEMARK

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# Active Trademark Portfolio

MARK	IMAGE	COUNTRY	STATUS	SUB STATUS	OWNER	FILE NUMBER
APPL. NO.	REG. NO.	CLASS/GOODS/SERVICES				
DATE	INDICATOR	ACTIVITY DUE				
May 6, 2026	Due Date	Sec 8 and/or 15 Filing Deadline				
Nov 6, 2026	Final Date	Sec 8 and/or 15 Filing Deadline Grace Period with Fine				
May 6, 2030	Due Date	Sec 8/9 Renewal Deadline				
Nov 6, 2030	Final Date	Sec 8/9 Renewal Grace Period Deadline				
(DESIGN OF STYLIZED CIRCLE WITH WAVY LINES)		United States of America	Registered	Monitor	Data Dynamics, Inc.	36529-099-US-01
85843813	Feb 7, 2013	4576740	Jul 29, 2014	009-Computer software, namely, software applications for data discovery, data migration, data analysis, analytics and reporting; storage virtualization, cloud management, data movement and management to and from the cloud, cloud based storage management * 042-Computer software consulting services, namely, assisting others with customization and optimization of computer software for discovery, migration, analysis, analytics and reporting of stored information; storage virtualization, cloud management; movement and management of information to and from the cloud; cloud based storage organization and control.		
Jun 30, 2020	Due Date	File POA				
Jul 29, 2020	Due Date	Sec 8 and/or 15 Filing Deadline				

# Active Trademark Portfolio

MARK	APPL NO	FILING DATE	IMAGE	REG NO	REG DATE	COUNTRY	CLASS/GOODS/SERVICES	STATUS	SUB STATUS	OWNER	FILE NUMBER
					INDICATOR	ACTIVITY DUE					
	Jan 29, 2021		Final Date			Sec 8 and/or 15 Filing Deadline Grace Period with Fine					
	Jul 29, 2024		Due Date			Sec 8/9 Renewal Deadline					
	Jan 29, 2025		Final Date			Sec 8/9 Renewal Grace Period Deadline					
<b>CHAMPION OF DATA</b>											
	88188465	Nov 9, 2018				United States of America	Allowed	Monitor		Data Dynamics, Inc.	36523-035-US-01
						009-Computer software, namely, software applications for data discovery, data migration, and reporting, storage virtualization, cloud management, data movement and management to and from the cloud, cloud based storage management; Computer software and hardware for administration of computer networks; computer software for administration of computer networks; * 042-Computer software consulting services, namely, assisting others with customization and optimization of computer software for data discovery, data migration, and reporting of stored information, storage virtualization, cloud management, movement and management of information to and from the cloud, cloud based storage organization and control.					
	Nov 28, 2020		Due Date			Statement of Use/Req for Extension #3 Due					
	May 28, 2021		Due Date			Statement of Use/Req for Extension #4 Due					
	Nov 28, 2021		Due Date			Statement of Use/Req for Extension #5 Due					
	May 28, 2022		Final Date			Statement of Use Due-FINAL					
<b>DATA DYNAMICS</b>											
						United States of America	Registered	Monitor		Data Dynamics, Inc.	36523-010-US-01
				4576739		Jul 29, 2014	009-Computer software, namely, software applications for data discovery, data migration, data analysis, analytics and reporting, storage virtualization, cloud management, data movement and management to and from the cloud, cloud based storage management; * 042-Computer software consulting services, namely, assisting others with customization and optimization of computer software for discovery, migration, analysis, analytics and reporting of stored information, storage virtualization, cloud management, movement and management of information to and from the cloud, cloud based storage organization and control.				
	Jun 30, 2020		Due Date			File POA					
	Jul 29, 2020		Due Date			Sec 8 and/or 15 Filing Deadline					

# Active Trademark Portfolio

MARK	IMAGE	COUNTRY	STATUS	SUB STATUS	OWNER	FILE NUMBER
APPL NO.	FILING DATE	REG NO.	REG DATE	CLASS/GOODS/SERVICES	INDICATOR	ACTIVITY DUE
DATE	INDICATOR	ACTIVITY DUE	REG DATE	CLASS/GOODS/SERVICES	INDICATOR	ACTIVITY DUE
Jan 29, 2021	Final Date	Sec 8 and/or 15 Filing Deadline Grace Period with Fine				
Jul 29, 2024	Due Date	Sec 8/9 Renewal Deadline				
Jan 29, 2025	Final Date	Sec 8/9 Renewal Grace Period Deadline				
<b>DYNAMIC FILE MANAGEMENT</b>						
88197418	Nov 16, 2018	United States of America	Pending	Refused/Monitor	Data Dynamics, Inc.	36528-003-US-01
009-Software for data conversion, aggregation, management, development, integration, manipulation and recovery; software for creation and modification of meta data; software for recreating content from representative objects * 042-Providing online, non-downloadable, software for data conversion, aggregation, management, development, integration, manipulation and recovery; providing online, non-downloadable, software for creation and modification of meta data; providing online, non-downloadable, software for recreating content from representative objects; consulting services relating to assisting others with data conversion, data aggregation, and data manipulation; consulting services relating to assisting others with creation and modification of meta data; data recovery consulting services; namely, assisting others with recreating content from representative data objects.						
Jun 19, 2020	Due Date	Report Out to Client - Refusal/OA - 7 Day Rem				
Jun 30, 2020	Due Date	File POA				
Nov 4, 2020	Due Date	Office Action Response Due				
<b>INSIGHT ANALYTICS</b>						
87226983	Nov 4, 2016	United States of America	Allowed	Monitor	Data Dynamics, Inc.	36528-002-US-01
009-Computer software, namely, software applications for data discovery, data migration, and reporting storage virtualization, data movement and management to and from the cloud * 042-Computer software consulting services, namely, assisting others with customization and optimization of computer software for data discovery, data migration, and reporting of stored information; storage virtualization, movement and management of information to and from the cloud.						
Jun 30, 2020	Due Date	File POA				
Aug 12, 2020	Due Date	Statement of Use/Req for Extension #3 Due				
Feb 12, 2021	Due Date	Statement of Use/Req for Extension #4 Due				
Aug 12, 2021	Due Date	Statement of Use/Req for Extension #5 Due				

# Active Trademark Portfolio

MARK	IMAGE	COUNTRY	STATUS	SUB STATUS	OWNER	FILE NUMBER
APPL. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS/GOODS/SERVICES	INDICATOR	ACTIVITY DUE
DATE	INDICATOR	ACTIVITY DUE	Final Date	Statement of Use Due- FINAL	Final Date	Final Date
INSIGHT ANALYTIX		United States of America	Pending		Data Dynamics, Inc.	36529-031-US-01
888672568	Apr 10, 2020					
		<p>009-Downloadable computer software for processing, indexing, searching, and analyzing the content and metadata of electronic files and unstructured data; downloadable computer software for identifying, indexing, searching, and analyzing personal identifying information in electronic files and unstructured data; downloadable computer software for regulatory compliance, namely, software for identifying and tagging information in electronic files and unstructured data whose treatment is subject to regulations * 042-Software as a Service (SaaS) services featuring software for processing, indexing, searching, and analyzing the content and metadata of electronic files and unstructured data; Software as a Service (SaaS) services featuring software for identifying, indexing, searching, and analyzing personal identifying information in electronic files and unstructured data; Software as a Service (SaaS) services featuring software for regulatory compliance, namely, software for identifying and tagging information in electronic files and unstructured data whose treatment is subject to regulations.</p>				
Oct 10, 2020	Final Date	Foreign/Counterpart Filing Deadline				
MANAGE YOUR DATA		United States of America	Registered	Supplemental/ Monitor	Data Dynamics, Inc.	36529-033-US-01
85851083	Feb 15, 2013	4938556	Apr 12, 2016			
		<p>009-Computer software, namely, software applications for discovery, migration, analysis, analytics and reporting of stored information, storage virtualization, cloud management, movement and organization of information to and from the cloud, cloud based storage organization and control * 042-Computer software consulting services, namely, assisting others with customization and optimization of computer software for discovery, migration, analysis, analytics and reporting of stored information, storage virtualization, cloud management, movement and management of information to and from the cloud, cloud based storage organization and control.</p>				
Jun 30, 2020	Due Date	File POA				
Apr 12, 2022	Due Date	Section 8 Affidavit Deadline				
Oct 12, 2022	Final Date	Section 8 Affidavit Deadline Grace Period with Fine				
Apr 12, 2026	Due Date	Sec 8/9 Renewal Deadline				
Oct 12, 2026	Final Date	Sec 8/9 Renewal Grace Period Deadline				

TRADEMARK

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# Active Trademark Portfolio

MARK	APPL NO	FILING DATE	IMAGE	REG NO	REG DATE	CLASS/GOODS/SERVICES	COUNTRY	STATUS	SUB STATUS	OWNER	FILE NUMBER
DATE	INDICATOR	ACTIVITY DUE									
<b>STORAGE</b>											
85738427	Sep 25, 2012	4472050	Jan 21, 2014	009-Computer software for administration of computer networks; Computer software for administration of computer networks.	United States of America	Registered	Monitor	Data Dynamics, Inc.	36529-037-US-01		
Jun 30, 2020	Due Date	File POA									
Jan 21, 2024	Due Date	Sec 8/9 Renewal Deadline									
Jul 21, 2024	Final Date	Sec 8/9 Renewal Grace Period Deadline									
<b>UDE</b>											
87603501	Sep 11, 2017		United States of America	Allowed	Monitor	Data Dynamics, Inc.	36529-036-US-01				
			009-Software for data conversion, aggregation, and manipulation; software for creation and modification of meta data; software for recreating content from representative objects. * 042-Providing online, non-downloadable software for data conversion, aggregation, and manipulation; providing online, non-downloadable software for creation and modification of meta data; providing online, non-downloadable software for recreating content from representative objects; computer consulting services relating to assisting others with data conversion, data aggregation, and data manipulation; computer consulting services relating to assisting others with creation and modification of meta data; computer consulting services relating to assisting others with recreating content from representative objects.								
Jun 30, 2020	Due Date	File POA									
Oct 16, 2020	Due Date	Statement of Use/Req for Extension #4 Due									
Apr 16, 2021	Due Date	Statement of Use/Req for Extension #5 Due									
Oct 16, 2021	Final Date	Statement of Use Due- FINAL									
<b>UDE</b>											
87983086	Sep 11, 2017		United States of America	Allowed	Monitor	Data Dynamics, Inc.	36529-036-US-02				
			009-Software for data conversion, aggregation, and manipulation; software for creation and modification of meta data; software for recreating content from representative objects.								

TRADEMARK

REEL: 006980 FRAME: 0383

# Active Trademark Portfolio

MARK	IMAGE	COUNTRY	STATUS	SUB STATUS	OWNER	FILE NUMBER
APPL. NO.	FILING DATE	REG. NO.	REG. DATE	CLASS/GOODS/SERVICES	INDICATOR	ACTIVITY DUE
DATE	INDICATOR	ACTIVITY DUE	DATE	CLASS/GOODS/SERVICES	INDICATOR	ACTIVITY DUE
Oct 16, 2020	Due Date	Statement of Use/Req for Extension #4 Due				
Apr 16, 2021	Due Date	Statement of Use/Req for Extension #5 Due				
Oct 16, 2021	Final Date	Statement of Use Due- FINAL				
<b>UNIVERSAL DATA ENGINE</b>						
87603507	Sep 11, 2017	6071262	Jun 2, 2020	United States of America	Registered	Supplemental/ Monitor
						Data Dynamics, Inc.
						36526-011-US-01
				009-Software for data conversion, aggregation, and manipulation; software for creation and modification of meta data; software for recreating content from representative objects* 042-Providing online, non-downloadable software for data conversion, aggregation, and manipulation; providing online, non-downloadable software for creation and modification of meta data; providing online, non-downloadable software for recreating content from representative objects; computer consulting services relating to assisting others with data conversion, data aggregation, and data manipulation; computer consulting services relating to assisting others with creation and modification of meta data; computer consulting services relating to assisting others with recreating content from representative objects		
Jun 2, 2026	Due Date	Sec 8 and/or 15 Filing Deadline				
Dec 2, 2026	Final Date	Sec 8 and/or 15 Filing Deadline Grace Period with Fine				
Jun 2, 2030	Due Date	Sec 8/9 Renewal Deadline				
Dec 2, 2030	Final Date	Sec 8/9 Renewal Deadline				

12 results displayed

TRADEMARK

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EXHIBIT C

Copyrights

None.

Exhibit C-1