

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606227

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Overland Storage, Inc.		10/30/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	10 South Dearborn, Floor L2
Internal Address:	Suite IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603-2300
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3446775	NEO
Registration Number:	2650385	NEO SERIES
Registration Number:	2835127	OVERLAND
Registration Number:	2835126	OVERLAND STORAGE
Registration Number:	2725558	POWERLOADER
Registration Number:	5045816	RAPIDREBUILD
Registration Number:	3071748	REO SERIES
Registration Number:	2419492	VR2
Registration Number:	2597912	VR 2
Serial Number:	87452126	OVERLAND-TANDBERG

CORRESPONDENCE DATA

Fax Number: 2147455390

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: 2147455612

Email: ngraham@winstead.com

Correspondent Name: Nancy Graham c/o WINSTEAD PC

Address Line 1: 2728 N. Harwood Street

Address Line 2: Suite 500

TRADEMARK

Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	13312-703
NAME OF SUBMITTER:	Nancy Graham
SIGNATURE:	/Nancy Graham/
DATE SIGNED:	11/02/2020
Total Attachments: 6 source=13312.703Trademark Security Agreement Overland October 2020 4828-4259-9375 v#page1.tif source=13312.703Trademark Security Agreement Overland October 2020 4828-4259-9375 v#page2.tif source=13312.703Trademark Security Agreement Overland October 2020 4828-4259-9375 v#page3.tif source=13312.703Trademark Security Agreement Overland October 2020 4828-4259-9375 v#page4.tif source=13312.703Trademark Security Agreement Overland October 2020 4828-4259-9375 v#page5.tif source=13312.703Trademark Security Agreement Overland October 2020 4828-4259-9375 v#page6.tif	

October 30, 2020

TRADEMARK SECURITY AGREEMENT

WHEREAS, Overland Storage, Inc., a California corporation ("Grantor"), owns the Trademarks and trademark applications listed on Schedule 1 annexed hereto, and is a party to the Licenses listed on Schedule 1 annexed hereto; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of October 30, 2020 (as said Agreement may be amended and in effect from time to time, the "Security Agreement"; terms used herein but not defined herein shall have the meanings given to them in the Security Agreement), among Grantor, certain affiliates of the Grantor, and JPMorgan Chase Bank, N.A., as lender (on behalf of itself and the other Secured Parties, the "Secured Party"), Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned by or owing to, and hereafter acquired Trademarks, trademark registrations, trademark applications and Licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (the "Trademarks"), each of which is set forth herein on Schedule 1 annexed hereto;

(2) (a) any and all licensing agreements or similar arrangements in and to its Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof (the "Licenses"), each of which is referred to in Schedule 1 annexed hereto; and

(3) all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing.

Notwithstanding the foregoing, the term "Trademark Collateral" and the foregoing grant shall not include, and no security interest shall attach to, any Excluded Assets.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signatures On Following Page]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the first date written above.

Acknowledged:

GRANTOR:

OVERLAND STORAGE, INC.

By: 

Name: Eric Kelly

Title: Chief Executive Officer

SECURED PARTY:


JPMORGAN CHASE BANK, N.A

By: 
Name: Haley Hestlip
Title: Authorized Officer

Schedule 1
to Trademark

Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Registration Number & Registration Date
Overland Storage, Inc.	NEO	3446775 10-Jun-08
Overland Storage, Inc.	NEO SERIES	2650385 12-Nov-02
Overland Storage, Inc.	OVERLAND	2835127 20-Apr-04
Overland Storage, Inc.	OVERLAND STORAGE	2835126 20-Apr-04
Overland Storage, Inc.	POWERLOADER	2725558 10-Jun-03
Overland Storage, Inc.	RAPIDREBUILD	5045816 20-Sep-2016
Overland Storage, Inc.	REO SERIES	3071748 21-Mar-06
Overland Storage, Inc.	VR2	2419492 09-Jan-01
Overland Storage, Inc.		2597912 23-Jul-02

TRADEMARK APPLICATIONS

Name of Grantor	Trademark Application	Application Serial Number & Filing Date
Overland Storage, Inc.	OVERLAND-TANDBERG	87/452126 16-May-2017

LICENSES

None.

TRADEMARK

REEL: 007092 FRAME: 0842