

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scale Computing, Inc.		12/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Avenue Venture Opportunities Fund, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3786454	SCALE COMPUTING	
Registration Number:	4210728	ICOS	
Registration Number:	4210721	ICOS TECHNOLOGY	
Registration Number:	4032906	VINO & VIRTUALIZATION	
Registration Number:	4450405	HC3	
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>			
Phone:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1301894 TM IPSA		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	12/11/2020		

OP \$140.00 3786454

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership (“Lender”) and SCALE COMPUTING, INC. (“Grantor”).

RECITALS

A. Lender 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 Lender and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). The Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, for the benefit of the Lender, 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

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Lender, for the benefit of the Lender, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C 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.

This security interest is granted in conjunction with the security interest granted to Lender, for the benefit of the Lender, under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender, for the benefit of the Lender, as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the 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 Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, 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 Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Lender to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Lender's name or in the name of Lender as agent and attorney-in-fact for Grantor.

Sections 9.11 (Governing Law and Jurisdiction) and 9.12 (Waiver of Jury Trial) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

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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:

SCALE COMPUTING, INC.


By: Jeff Ready
Its: Chief Executive Officer

Address for Notices:

525 S. Meridian Street, Suite 3E
Indianapolis, IN 46225
Attn: Chief Executive Officer
Email: jeff@scalecomputing.com
Phone # _____

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND,
L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

Signature: _____

Print Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenbarg, Senior Managing Director
Email: tgreenbarg@avenuecapital.com
Phone # 212-878-3523

December 11, 2020

[Signature Page to Intellectual Property Security Agreement]

DMS 18367067

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:

SCALE COMPUTING, INC.

By: _____

Its: _____

By: _____

Name: _____

Title: _____

Address for Notices:

525 S. Meridian Street, Suite 3E

Indianapolis, IN 46225

Attn: Chief Executive Officer

Email: tready@scalecomputing.com

Phone # _____

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND,

L.P.

By: Avenue Venture Opportunities Partners, LLC

Its: General Partner

Signature: _____

Print Name: Sonia Gardner

Title: Authorized Signatory

Address for Notices:

11 West 42nd Street, 9th Floor

New York, New York 10036

Attn: Todd Greenbarg, Senior Managing Director

Email: tgreenbarg@avenuecapital.com

Phone # 212-878-3523

December 11, 2020

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Condition Detection and Reporting in Complex Systems	8,639,971	02/17/2011
Distributed Test Suite Tools	9,104,651	07/15/2011
Distributed Dynamic System Configuration	8,949,305	07/15/2011
Unified Hypervisor and Distributed Fault-Tolerant Storage	13/901,325	05/23/2013
Virtual Machine Resource Display	10,019,287	03/15/2013
Transferring Virtual Machines and Resource Localization in a Distributed Fault-Tolerant System	9,077,665	03/15/2013
Virtual Machine Automated Selection	10,430,216	05/23/2013
Cluster Computer Display 1	29/450,081	03/15/2013
Cluster Computer Display 2	29/450,089	03/15/2013
Cluster Computer Display 3	29/450,098	03/15/2013
Re-Duplication of De-Duplicated Files in a Fault-Tolerant Distributed Cluster	61/909,118	11/26/2013
Resource Management in a Virtual Machine Cluster (Jigsaw)	9,928,092	11/26/2013
Zero Memory Buffer Copying in a Reliable Distributed Computing System	10,089,011	11/26/2013
Virtual Devices in a Reliable Distributed Computing System	10,509,662	11/26/2013
Unanticipated Operational Requirements in a Reliable Distributed Computing System	61/909,344	11/26/2013
Recovery After Data Loss in a Reliable Distributed Computing System	9,703,655	11/26/2013
Metadata Caches in a Reliable Distributed Computing System	9,830,090	11/26/2013
Remote Latency in a Reliable Distributed Computing System	10,120,594	11/26/2013
Placement Engine for a Block Device	9,348,526	03/28/2014
Shared Reference Counters	9,436,386	06/27/2014
Efficient Migration of VSDs to a Remote Node	9,542,108	06/30/2014
Data Protection Implementation For Block Storage Devices	15/173,256	06/03/2016
Task Dispatcher For Block Storage Devices	10,176,023	08/04/2016
Management of Block Storage Devices Based on Access Frequency	10,740,016	11/11/2016
[Name Pending - SSD Placement]	15/349,961	
Placement Engine for a Block Device	9,740,627	04/22/2016

EXHIBIT C

Trademarks

BGD REF.	MARK	REG. NO.	FILE DATE	REG. DATE	GOODS/SERVICE	STATUS
621811.						
091237	US TM - SCALE COMPUTING (stylized)	3,786,454 Supplemental	09/02/2009	05/04/2010	Class 042 - Developing computer hardware and software, providing computer hardware, namely, computer rental for data protection and storage and providing temporary use of non-downloadable computer software for data protection and storage	Registered
093051	US TM - ICOS (word mark)	4,210,728 Principal	12/09/2010	09/18/2012	Class 009 -Computer storage devices, namely, subsystems for storage and backup of electronic data that incorporate a data storage operating system	Registered
093052	US TM - ICOS TECHNOLOGY (& design)	4,210,721 Principal	12/07/2010	09/18/2012	Class 009 - Computer storage devices, namely, storage subsystems for storage and backup of electronic data that incorporate a data storage operating system	Registered
093417	US TM - VINO AND VIRTUALIZATION (word mark)	4,032,906 Supplemental	12/21/2010	09/27/2011	Class 041 -Educational services, namely, conducting conferences in the field of computer data storage and server resource management technology	Registered

100003	US TM – HC3 (word mark)	4,450,405 Principal	03/05/2013	12/17/2013	Class 009 - Computer operating systems for integrating computer servers, electronic storage and virtualization into one system;	Registered
100004	US TM – HC3x (Logo)				computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance	
100006	US TM – SCALE COMPUTING (word mark)					Unfiled
100007	JAPAN TM – SCALE COMPUTING (word mark)					Unfiled
100008	UAE TM – SCALE COMPUTING (word mark)					Unfiled
100009	EU/CTM TM – SCALE COMPUTING (word mark)					Unfiled

100010	EU/CTM TM – HC3 (word mark)	012116414	09/05/2013	01/28/2014	<p>Class 009 - A hyperconverged virtual IT infrastructure platform that seamlessly combines servers, storage, and virtualization into a single system to enable easy deployment and management of virtual servers and desktops; computer hardware and software; computer operating systems for integrating computer servers, electronic storage and virtualization into one system; computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance</p>	Registered
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100011	JAPAN TM – HC3	69435/2013	09/05/2013	N/A	Class 009 - Computer operating systems for integrating computer servers, electronic storage and virtualization into one system; computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance; telecommunication machines and apparatus; electronic machines, apparatus and their parts.	Abandoned
100012	UAE TM – HC3	197540	09/05/2013	07/23/2014	Class 009 - Computer operating systems for integrating computer servers, electronic storage and virtualization into one system; computer hardware and software for delivering a virtualization platform that integrates computer servers, electronic storage and virtualization into one appliance	Registered