

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		06/11/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VSIP Holdings LLC (f/k/a Violin Systems LLC (f/k/a Violin Memory, Inc.))		
Street Address:	c/o Soros Fund Management LLC, 250 West 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3958851	TURBOVIEW	
Registration Number:	3932934	SMARTSSD	
Registration Number:	3926201	GRIDIRON	
Registration Number:	4276013	FLASHCUBE	
Registration Number:	3825490	VIOLIN MEMORY	
Registration Number:	3554756	VIOLIN	
Registration Number:	3554757	VIOLIN	
Registration Number:	3436846	CACHEFX	
Registration Number:	3366994	GEAR6	
Serial Number:	85228844	VSHARE	
CORRESPONDENCE DATA			
Fax Number:	5037962900		
<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:	5032229981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Schwabe, Williamson & Wyatt		
Address Line 1:	1211 SW 5th Ave., Suite 1900		
Address Line 4:	Portland, OREGON 97204		

CH \$265.00 3958851

NAME OF SUBMITTER:	Anthony D. Phillips
SIGNATURE:	/Anthony D. Phillips/
DATE SIGNED:	06/15/2021

Total Attachments: 65

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TERMINATION OF SECURITY INTEREST

THIS TERMINATION OF SECURITY INTEREST (this "*Termination of Security Interest*") is entered into on June 11, 2021 (the "*Execution Date*") by and between **VSIP Holdings LLC (f/k/a Violin Systems LLC (f/k/a Violin Memory, Inc.))**, a Delaware limited liability company, having its address at c/o Soros Fund Management LLC, 250 West 55th Street, New York, NY 10019 (the "*Grantor*"), and Silicon Valley Bank (the "*Lender*") having its address at 505 Howard Street, 3rd Floor, San Francisco, CA 94105. Each of Grantor and Lender are referred to herein collectively as the "*Parties*". The Parties hereby agree as follows:

1. The Grantor is the owner of record of the patents and patent applications listed in the attached Exhibit A (the "Patents"), and the Grantor is the owner of record of the registered trademarks and trademark applications listed in the attached Exhibit B (the "Trademarks");
2. The Grantor and the Lender were parties to a PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 27, 2014 (as amended, modified, renewed or extended from time to time, the "*Security Agreement*") in which the Grantor granted to the Lender the security interests in the Patents and Trademarks listed in the Security Agreement to secure the obligations of the Grantor described in the Security Agreement. A true and correct copy of the Security Agreement is recorded by the United States Patent and Trademark Office (the "*USPTO*") on August 27, 2014, at Reel/Frame 033645/0837, and is attached in Exhibit C;
3. A PAY-OFF LETTER dated as of August 30, 2016 (the "*Pay-Off Letter*") and executed by the Lender and the Grantor terminated and automatically released all security interests granted to or held by the Lender without further action by the Lender. A true and correct copy of the Security Agreement was recorded by the USPTO on January 24, 2018, at Reel/Frame 044711/0515, and is attached in Exhibit D;
4. The Lender affirms the release of its security interest in the Patents and Trademarks listed in Schedule A and Schedule B of the Security Agreement and the termination of the Security Agreement according to the Pay-Off Letter;
5. The Lender releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of the Lender pursuant to the Security Agreement in the Patents more fully described on Exhibit A, without recourse or representation or warranty, express or implied;
6. The Lender releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of the Lender pursuant to the Security Agreement in the Trademarks more fully described on Exhibit B, without recourse or representation or warranty, express or implied; and
7. The Lender authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to note and record the existence of the release hereby given.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Termination of Security Interest to be executed as of the Execution Date by their respective duly authorized representatives.

VSIP HOLDINGS LLC

By: 

Name: John M. DeSisto

Title: Attorney-in-Fact

SILICON VALLEY BANK

By:

Name: Mark Harris

Title: Managing Director, Corporate Finance

IN WITNESS WHEREOF, the Parties have caused this Termination of Security Interest to be executed as of the Execution Date by their respective duly authorized representatives.

VSIP HOLDINGS LLC

By:

Name: John M. DeSisto

Title: Attorney-in-Fact

SILICON VALLEY BANK

By: 

Name: Mark Harris

Title: Managing Director, Corporate Finance

EXHIBIT A

The PATENTS

Patent No. / Application No.	Title
8,112,655	MESOSYNCHRONOUS DATA BUS APPARATUS AND METHOD OF DATA TRANSMISSION
9,069,676 13/764,975	MAPPING ENGINE FOR A STORAGE DEVICE
8,452,929	METHOD AND SYSTEM FOR STORAGE OF DATA IN NON-VOLATILE MEDIA
7,454,749	SCALABLE PARALLEL PROCESSING ON SHARED MEMORY COMPUTERS
8,214,608	BEHAVIORAL MONITORING OF STORAGE ACCESS PATTERNS
12/062,287 US20090020608A1	UNIVERSAL MEMORY SOCKET AND CARD AND SYSTEM FOR USING THE SAME
12/796,836 US20100325351A1	MEMORY SYSTEM HAVING PERSISTENT GARBAGE COLLECTION
12/814,438	ARCHITECTURE FOR STORAGE PROXY WITH ADAPTABLE TIERING POLICY
13/798,942 US20130290611A1	POWER MANAGEMENT IN A FLASH MEMORY
13/833,643 US20130318285A1	FLASH MEMORY CONTROLLER THAT ALLOWS INTERRUPTIBLE DATA TRANSFERS
13/856,108 US20140304452A1	METHOD FOR INCREASING STORAGE MEDIA PERFORMANCE
13/858,533 US20130232300A1	SYSTEM FOR MAINTAINING COHERENCY DURING OFFLINE CHANGES TO STORAGE MEDIA
61/875,871 9,547,588	SYSTEM AND METHOD OF DATA STORAGE IN FLASH MEMORY
61/917,649 10,270,705	TRANSMISSION OF STATEFUL DATA OVER A STATELESS COMMUNICATIONS CHANNEL
61/144,404	DETERMINING PREFETCH SUIT ABILITY USING DYNAMIC HISTOGRAPHIC WATERMARKING
8,200,887	MEMORY MANAGEMENT SYSTEM AND METHOD
8,726,064	INTERCONNECTION SYSTEM
8,160,070	FIBRE CHANNEL PROXY
8,417,895	SYSTEM FOR MAINTAINING COHERENCY DURING OFFLINE CHANGES TO STORAGE MEDIA
8,442,059	STORAGE PROXY WITH VIRTUAL PORTS CONFIGURATION
8,397,016	EFFICIENT USE OF HYBRID MEDIA IN CACHE ARCHITECTURES
7,554,464	METHOD AND SYSTEM FOR PROCESSING DATA HAVING A PATTERN OF REPEATING BITS

7,907,069	FAST COMPRESSION METHOD FOR SCIENTIFIC DATA
8,028,186	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM
8,090,973	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM
8,806,262	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM
8,214,599	STORAGE DEVICE PREFETCH SYSTEM USING DIRECT GRAPH CLUSTERS
8,443,150	EFFICIENT RELOADING OF DATA INTO CACHE RESOURCE
8,775,741	USING TEMPORAL ACCESS PATTERNS FOR DETERMINING PREFETCH SUIT ABILITY
8,788,758	LEAST PROFIT ABILITY USED CACHING SCHEME
8,285,961	DYNAMIC PERFORMANCE VIRTUALIZATION FOR DISK ACCESS
8,402,198	MAPPING ENGINE FOR A STORAGE DEVICE
8,402,246	ALIGNMENT ADJUSTMENT IN A TIERED STORAGE SYSTEM
8,417,871	SYSTEM FOR INCREASING STORAGE MEDIA PERFORMANCE
8,650,362	SYSTEM FOR INCREASING UTILIZATION OF STORAGE MEDIA
8,667,366	EFFICIENT USE OF PHYSICAL ADDRESS SPACE FOR DATA OVERFLOW AND VALIDATION
8,634,419	RELIABLE AND FAST METHOD AND SYSTEM TO BROADCAST DATA
8,635,416	APPARATUS, METHOD AND SYSTEM FOR USING SHADOW DRIVES FOR ALTERNATIVE DRIVE COMMANDS
8,713,252	TRANSACTIONAL CONSISTENCY SCHEME
7,565,446	METHOD FOR EFFICIENT DELIVERY OF CLUSTERED DATA VIA ADAPTIVE TCP CONNECTION MIGRATION
7,877,490	METHOD AND APPARATUS FOR EFFICIENT TCP CONNECTION HANDOFF
9,390,019 11/365,474	METHOD AND APPARATUS FOR PROVIDING HIGH-PERFORMANCE AND HIGHLY-SCALABLE STORAGE ACCELERATION
9,384,818 12/199,386	MEMORY POWER MANAGEMENT
10,417,159 11/918,757	INTERCONNECTION SYSTEM

9,632,870 12/901,224	MEMORY SYSTEM WITH MULTIPLE STRIPING OF RAID GROUPS AND METHOD FOR PERFORMING THE SAME
9,311,182 13/442,284	MEMORY MANAGEMENT SYSTEM AND METHOD
9,582,449 13/443,324	INTERCONNECTION SYSTEM
8,838,850 12/619,609	CLUSTER CONTROL PROTOCOL
8,830,836 13/733,807	STORAGE PROXY WITH VIRTUAL PORTS CONFIGURATION
8,862,817 12/976,735	CONFIGURABLE INTERCONNECTION SYSTEM
8,861,213 13/538,737	CIRCUIT CARD AND CAGE ARRANGEMENT WITH IMPROVED COOLING
WO2014004853 PCT/US2013/048230	CIRCUIT CARD AND CAGE ARRANGEMENT WITH IMPROVED COOLING
13/546,179	FLASH DISK ARRAY AND CONTROLLER
9,335,939 13/546,346	RAIDED MEMORY SYSTEM
8,832,524 13/624,282	SYSTEM AND METHOD FOR CORRECTING ERRORS IN DATA USING A COMPOUND CODE
9,164,839 14/340,208	SYSTEM AND METHOD FOR CORRECTING ERRORS IN DATA USING A COMPOUND CODE
13/766,351	EFFICIENT USE OF HYBRID MEDIA IN CACHE ARCHITECTURES
WO2014047382 PCT/US2013/060816	HARDWARE INTEGRITY VERIFICATION
WO2013176912 PCT/US2013/040708	FLASH MEMORY CONTROLLER
WO2014047609 PCT/US2013/061293	VIRTUAL ADDRESSING
WO2014047159 PCT/US2013/060375	WRITE CACHE SORTING
13/799,666	MEMORY MODULE VIRTUALIZATION
WO2013148915 PCT/US2013/034218	MEMORY MODULE VIRTUALIZATION
9,304,714 13/865,702	LUN MANAGEMENT WITH DISTRIBUTED RAID CONTROLLERS
WO2013158817 PCT/US2013/037062	LUN MANAGEMENT WITH DISTRIBUTED RAID CONTROLLERS
9,141,302 13/865,666	SNAPSHOTS IN A FLASH MEMORY STORAGE SYSTEM
WO2013158633 PCT/US2013/036770	SNAPSHOTS IN A FLASH MEMORY STORAGE SYSTEM
WO2013142707	POWER MANAGEMENT IN A FLASH

PCT/US2013/033335	MEMORY
9,904,329 13/930,671	POWER SUPPLY AND CIRCUIT MODULE FOR DATA PROCESSING SYSTEM
WO2014004972 PCT/US2013/048476	POWER SUPPLY AND CIRCUIT MODULE FOR DATA PROCESSING SYSTEM
9,912,191 14/017,686	SYSTEM AND METHOD OF POWER CONTROL FOR A HIGH-AVAILABILITY SYSTEM
WO2014039424 PCT /US2013/057794	SYSTEM AND METHOD OF POWER CONTROL FOR A HIGH-AVAILABILITY SYSTEM
9,384,065 14/080,004	MEMORY ARRAY WITH ATOMIC TEST AND SET
W02014078481 PCT/US2013/070003	MEMORY ARRAY WITH ATOMIC TEST AND SET
9,195,407 14/157,945	APPARATUS, METHOD AND SYSTEM FOR USING SHADOW DRIVES FOR ALTERNATIVE DRIVE COMMANDS
9,378,135 14/149,993	METHOD AND SYSTEM FOR DATA STORAGE
WO/2014110095 PCT/US2014/010624	METHOD AND SYSTEM FOR DATA STORAGE
9,361,047 13/933,310	SYNCHRONIZATION OF A DISPERSED RAID GROUP
WO/2014/008261 PCT/US2013/049067	SYNCHRONIZATION OF A DISPERSED RAID GROUP
WO/2013/184923 PCT/US2013/044527	MEMORY SYSTEM MANAGEMENT
9,323,667 13/860,118	MANAGING TRIM OPERATIONS IN A FLASH MEMORY SYSTEM
WO/2013/155368 PCT/US2013/036295	MANAGING TRIM OPERATIONS IN A FLASH MEMORY SYSTEM
PCT/US2013/030410	ALIGNMENT ADJUSTMENT IN A TIERED STORAGE SYSTEM
8,972,689 13/019,617	APPARATUS, METHOD AND SYSTEM FOR USING REAL-TIME PERFORMANCE FEEDBACK FOR MODELING AND IMPROVING ACCESS TO SOLID STATE MEDIA
10,216,625 13/828,661	HARDWARE INTEGRITY VERIFICATION
8,374,114 12/849,652	IDENTIFYING INVALID CACHE DATA
PCT/US2013/025896	MAPPING ENGINE FOR A STORAGE DEVICE
9,417,823 13/911,607	MAPPING ENGINE FOR A STORAGE DEVICE
9,344,525 14/089,370	METHOD AND APPARATUS FOR DATA MIGRATION

9,286,198 13/863,149	METHOD AND SYSTEM FOR STORAGE OF DATA IN NON-VOLATILE MEDIA
9,170,757 13/911,632	OPTIMIZATION OF RAID GROUP STORAGE
8,832,384 12/846,568	REASSEMBLING ABSTRACTED MEMORY ACCESSES FOR PREFETCHING
PCT/US2013/034938	SYSTEM FOR INCREASING STORAGE MEDIA PERFORMANCE
9,424,180 14/176,326	SYSTEM FOR INCREASING UTILIZATION OF STORAGE MEDIA

EXHIBIT B

The TRADEMARKS


Registration No. / Application No.	Mark
3958851	TURBOVIEW
3932934	SMARTSSD
3926201	GRIDIRON
4276013	FLASHCUBE
3825490	VIOLIN MEMORY
3554756	VIOLIN
3554757	
3436846	CACHEfx
3366994	GEAR6
85228844	VSHARE
85192451	VCACHE

EXHIBIT C

The PATENT AND TRADEMARK SECURITY AGREEMENT

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of August 27, 2014, is made between VIOLIN MEMORY, INC., a Delaware corporation (the “*Grantor*”), and SILICON VALLEY BANK (the “*Lender*”).

The Grantor and the Lender are parties to a Credit Agreement dated as of August 27, 2014 (as amended, modified, renewed or extended from time to time, the “Credit Agreement”). It is a condition precedent to the borrowings under the Credit Agreement that the Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“*Collateral*” has the meaning set forth in Section 2.

“*Grantor Security Agreement*” means the Guaranty and Collateral Agreement, dated as of August 27, 2014, between the Grantor and the Lender.

“*PTO*” means the United States Patent and Trademark Office.

“*Secured Obligations*” has the meaning set forth in the Grantor Security Agreement.

“*UCC*” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Section 1.2 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Lender a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or

hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “*Collateral*”):

(i) all Patents and Patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign Trademarks, service marks and trade names, and applications for registration of such Trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3 Supplement to Grantor Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Grantor Security Agreement. The Grantor acknowledges that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Grantor Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to the Lender that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. Patents and Patent applications and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. Trademarks, Trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Lender, if and when the Grantor shall obtain rights to any new patentable inventions or any new Trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Patents or Trademarks, or any improvement of any Patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Lender prompt notice thereof. The Grantor shall do all things deemed necessary or advisable by the Lender to ensure the validity, perfection, priority and enforceability of the security interests of the Lender in such future acquired Collateral. The Grantor hereby authorizes the Lender to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Lender Appointed Attorney-in-Fact. The Lender shall have the right to, in the name of the Grantor, or in the name of the Lender or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Lender (and any of the Lender's officers or employees or agents designated by the Lender) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Lender: (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Lender deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Lender's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Lender may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including after the occurrence of any Event of Default (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for the Lender to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Lender have the unilateral power, unless an Event of Default has occurred, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lender has any Commitments or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent

permitted by law, all that the Lender shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Lender Performance of Grantor Obligations. The Lender may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Lender on demand for any amounts paid by the Lender pursuant to this Section 8.

SECTION 9 Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Lender hereunder, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Lender shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Lender's rights or remedies upon the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence of an Event of Default, the Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Lender deems necessary or advisable, in the name of the Grantor or the Lender, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or by email at or to the address, email address or facsimile number of the respective party set forth below its name on the signature page hereof, or at or to such other address, email address or facsimile number as such party shall have designated in a written notice to the other party. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices and other communications (A) sent by facsimile or by email shall be deemed to have been given when sent, and (B) posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described herein, of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if a notice or other communication is not given during normal business hours for the recipient, it shall be deemed to have been given at the opening of business on the next business day for the recipient.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14 Governing Law. **THIS AGREEMENT AND ANY CLAIMS, 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF). THE PROVISIONS OF SECTION 10.14 OF THE CREDIT AGREEMENT REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SHALL BE APPLICABLE TO THIS AGREEMENT AND ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*, AS IF SUCH PROVISIONS WERE FULLY SET FORTH HEREIN.**

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of 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.

SECTION 18 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Section 10 thereof, such provisions are incorporated herein by this reference.

SECTION 19 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 20 Termination. Upon the Discharge of Obligations (and subject to the terms of the Credit Agreement and the Grantor Security Agreement), the security interests contemplated

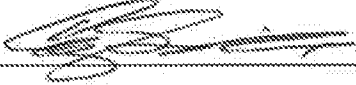
by this Agreement shall terminate and the Lender shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

VIOLIN MEMORY, INC.

By:  _____

Name: Corey Sindelar

Title: CFO

Address:

Violin Memory, Inc.
4555 Great America Parkway, Suite #150
Santa Clara, CA 95054
Attention: Corey Sindelar, Chief Financial Officer
Fax No.: _____
Email: c.sindelar@vmem.com

Signature Page to the Patent and Trademark Security Agreement

THE LENDER

SILICON VALLEY BANK

By: Matthew Wright

Name: Matthew Wright

Title: Director

Address:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn.: Ashlee Kaji
Fax No.: _____
Email: akaji@svb.com

SCHEDULE A
to the Patent and Trademark Security Agreement

VIOLIN MEMORY, INC.

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
8112655	02-07-2012	MESOSYNCHRONOUS DATA BUS APPARATUS AND METHOD OF DATA TRANSMISSION
8200887	06-12-2012	MEMORY MANAGEMENT SYSTEM AND METHOD
8452929	05-28-2013	METHOD AND SYSTEM FOR STORAGE OF ADATA IN NON-VOLATILE MEDIA
8726064	05-13-2014	INTERCONNECTION SYSTEM
8160070	04-17-2012	FIBRE CHANNEL PROXY
8417895	04-09-2013	SYSTEM FOR MAINTAINING COHERENCY DURING OFFLINE CHANGES TO STORAGE MEDIA
8442059	05-14-2013	STORAGE PROXY WITH VIRTUAL PORTS CONFIGURATION
8397016	03-12-2013	EFFICIENT USE OF HYBRID MEDIA IN CACHE ARCHITECTURES
7454749	11-18-2008	SCALABLE PARALLEL PROCESSING ON SHARED MEMORY COMPUTERS
7554464	06-30-2009	METHOD AND SYSTEM FOR PROCESSING DATA HAVING A PATTERN OF REPEATING BITS
7907069	03-15-2011	FAST COMPRESSION METHOD FOR SCIENTIFIC DATA
8028186	09-27-2011	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM
8090973	01-03-2012	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
8806262	08-12-2014	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM
8214599	07-03-2012	STORAGE DEVICE PREFETCH SYSTEM USING DIRECT GRAPH CLUSTERS
8214608	07-03-2012	BEHAVIORAL MONITORING OF STORAGE ACCESS PATTERNS
8443150	05-14-2013	EFFICIENT RELOADING OF DATA INTO CACHE RESOURCE
8775741	07-08-2014	USING TEMPORAL ACCESS PATTERNS FOR DETERMINING PREFETCH SUITABILITY
8788758	07-22-2014	LEAST PROFITABILITY USED CACHING SCHEME
8285961	10-09-2012	DYNAMIC PERFORMANCE VIRTUALIZATION FOR DISK ACCESS
8402198	03-19-2013	MAPPING ENGINE FOR A STORAGE DEVICE
8402246	03-19-2013	ALIGNMENT ADJUSTMENT IN A TIERED STORAGE SYSTEM
8417871	04-09-2013	SYSTEM FOR INCREASING STORAGE MEDIA PERFORMANCE
8650362	02-11-2014	SYSTEM FOR INCREASING UTILIZATION OF STORAGE MEDIA
8667366	03-04-2014	EFFICIENT USE OF PHYSICAL ADDRESS SPACE FOR DATA OVERFLOW AND VALIDATION
8634419	01-21-2014	RELIABLE AND FAST METHOD AND SYSTEM TO BROADCAST DATA
8635416	01-21-2014	APPARATUS, METHOD AND SYSTEM FOR USING SHADOW DRIVES FOR ALTERNATIVE DRIVE COMMANDS
8713252	04-29-2014	TRANSACTIONAL CONSISTENCY SCHEME

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
7565446	07-21-2009	METHOD FOR EFFICIENT DELIVERY OF CLUSTERED DATA VIA ADAPTIVE TCP CONNECTION MIGRATION
7877490	01-25-2011	METHOD AND APPARATUS FOR EFFICIENT TCP CONNECTION HANDOFF

Pending U.S. Patent Applications of the Grantor

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
11/365,474	02-28-2006	METHOD AND APPARATUS FOR PROVIDING HIGH-PERFORMANCE AND HIGHLY-SCALABLE STORAGE ACCELERATION
12/199,386	08-27-2008	MEMORY POWER MANAGEMENT
11/918,757	01-21-2009	INTERCONNECTION SYSTEM
12/901,224	10-08-2010	MEMORY SYSTEM WITH MULTIPLE STRIPING OF RAID GROUPS AND METHOD FOR PERFORMING THE SAME
13/442,284	04-09-2012	MEMORY MANAGEMENT SYSTEM AND METHOD
13/443,324	02/14/2013	INTERCONNECTION SYSTEM
12/062,287	04-03-2008	UNIVERSAL MEMORY SOCKET AND CARD AND SYSTEM FOR USING THE SAME
12/619,609	11-16-2009	CLUSTER CONTROL PROTOCOL
13/858,533	04-08-2013	SYSTEM FOR MAINTAINING COHERENCY DURING OFFLINE CHANGES TO STORAGE MEDIA
13/733,807	01-03-2013	STORAGE PROXY WITH VIRTUAL PORTS CONFIGURATION
12/796,836	06-09-2010	MEMORY SYSTEM HAVING PERSISTENT GARBAGE COLLECTION
12/976,735	12-22-2010	CONFIGURABLE INTERCONNECTION SYSTEM
13/538,737	06-29-2012	CIRCUIT CARD AND CAGE ARRANGEMENT WITH IMPROVED COOLING
WO2014004853 PCT/US2013/048230	06-27-2013	CIRCUIT CARD AND CAGE ARRANGEMENT WITH IMPROVED COOLING

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
13/546,179	07-11-2012	FLASH DISK ARRAY AND CONTROLLER
13/546,346	07-11-2012	RAIDED MEMORY SYSTEM
13/624,282	09-21-2012	SYSTEM AND METHOD FOR CORRECTING ERRORS IN DATA USING A COMPOUND CODE
14/340,208	07-24-2014	SYSTEM AND METHOD FOR CORRECTING ERRORS IN DATA USING A COMPOUND CODE
13/766,351	02-13-2013	EFFICIENT USE OF HYBRID MEDIA IN CACHE ARCHITECTURES
WO2014047382 PCT/US2013/060816	09-20-2013	HARDWARE INTEGRITY VERIFICATION
WO2013176912 PCT/US2013/040708	05-13-2013	FLASH MEMORY CONTROLLER
WO2014047609 PCT/US2013/061293	09-24-2013	VIRTUAL ADDRESSING
WO2014047159 PCT/US2013/060375	09-18-2013	WRITE CACHE SORTING
13/799,666	03-13-2013	MEMORY MODULE VIRTUALIZATION
WO2013148915 PCT/US2013/034218	03-28-2013	MEMORY MODULE VIRTUALIZATION
13/865,702	04-18-2013	LUN MANAGEMENT WITH DISTRIBUTED RAID CONTROLLERS
WO2013158817 PCT/US2013/037062	04-18-2013	LUN MANAGEMENT WITH DISTRIBUTED RAID CONTROLLERS
13/865,666	04-18-2013	SNAPSHOTS IN A FLASH MEMORY STORAGE SYSTEM
WO2013158633 PCT/US2013/036770	04-16-2013	SNAPSHOTS IN A FLASH MEMORY STORAGE SYSTEM
13/798,942	03-13-2013	POWER MANAGEMENT IN A FLASH MEMORY

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
WO2013142707 PCT/US2013/033335	03-21-2013	POWER MANAGEMENT IN A FLASH MODULE
13/930,671	06-28-2013	POWER SUPPLY AND CIRCUIT MODULE FOR DATA PROCESSING SYSTEM
WO2014004972 PCT/US2013/048476	06-28-2013	POWER SUPPLY AND CIRCUIT MODULE FOR DATA PROCESSING SYSTEM
14/017,686	09-04-2013	SYSTEM AND METHOD OF POWER CONTROL FOR A HIGH-AVAILABILITY SYSTEM
WO2014039424 PCT/US2013/057794	09-03-2013	SYSTEM AND METHOD OF POWER CONTROL FOR A HIGH-AVAILABILITY SYSTEM
14/080,004	11-14-2013	MEMORY ARRAY WITH ATOMIC TEST AND SET
WO2014078481 PCT/US2013/070003	11-14-2013	MEMORTY ARRAY WITH ATOMIC TEST AND SET
12/814,438	06-12-2010	ARCHITECTURE FOR STORAGE PROXY WITH ADAPTABLE TIERING POLICY
US 61/144,404	01-13-2009	DETERMINING PREFETCH SUITABILITY USING DYNAMIC HISTOGRAPHIC WATERMARKING
14/157,945	01-17-2014	APPARATUS, METHOD AND SYSTEM FOR USING SHADOW DRIVES FOR ALTERNATIVE DRIVE COMMANDS
14/149,993	01-08-2014	METHOD AND SYSTEM FOR DATA STORAGE
WO/2014/110095 PCT/US2014/010624	01-08-2014	METHOD AND SYSTEM FOR DATA STORAGE
13/933,310	07-02-2013	SYNCHRONIZATION OF A DISPERSED RAID GROUP
WO/2014/008261 PCT/US2013/049067	07-02-2013	SYNCHRONIZATION OF A DISPERSED RAID GROUP

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
WO/2013/184923 PCT/US2013/044527	06-06-2013	MEMORY SYSTEM MANAGEMENT
13/860,118	04-10-2013	MANAGING TRIM OPERATIONS IN A FLASH MEMORY SYSTEM
WO/2013/155368 PCT/US2013/036295	04-12-2013	MANAGING TRIM OPERATIONS IN A FLASH MEMORY SYSTEM
PCT/US2013/030410	3/12/2013	ALIGNMENT ADJUSTMENT IN A TIERED STORAGE SYSTEM
13/019,617	2/2/2011	APPARATUS, METHOD AND SYSTEM FOR USING REAL-TIME PERFORMANCE FEEDBACK FOR MODELING AND IMPROVING ACCESS TO SOLID STATE MEDIA
13/833,643	3/15/2013	FLASH MEMORY CONTROLLER
13/828,661	3/14/2013	HARDWARE INTEGRITY VERIFICATION
12/849,652	8/3/2010	IDENTIFYING INVALID CACHE DATA
PCT/US2013/025896	2/13/2013	MAPPING ENGINE FOR A STORAGE DEVICE
13/764,975	2/12/2013	MAPPING ENGINE FOR A STORAGE DEVICE
13/911,607	6/6/2013	MEMORY SYSTEM MANAGEMENT
14/089,370	11/25/2013	METHOD AND APPARATUS FOR DATA MIGRATION
13/863,149	4/15/2013	METHOD AND SYSTEM FOR STORAGE OF DATA IN NON-VOLATILE MEDIA
13/856,108	4/3/2013	METHOD FOR INCREASING STORAGE MEDIA PERFORMANCE
13/911,632	6/6/2013	OPTIMIZATION OF RAID GROUP STORAGE
12/846,568	7/29/2010	REASSEMBLING ABSTRACTED MEMORY ACCESSES FOR PREFETCHING
61/875,871	9/10/2013	SYSTEM AND METHOD OF DATA STORAGE IN FLASH MEMORY
PCT/US2013/034938	4/2/2013	SYSTEM FOR INCREASING STORAGE MEDIA PERFORMANCE
14/176,326	2/10/2014	SYSTEM FOR INCREASING UTILIZATION OF STORAGE MEDIA
61/917,649	12/18/2013	TRANSMISSION OF STATEFUL DATA OVER A STATELESS COMMUNICATIONS CHANNEL

SCHEDULE B
to the Patent and Trademark Security Agreement

VIOLIN MEMORY, INC.

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
3958851	10-MAY-2011	03-NOV-2009	VIOLIN MEMORY, INC.	TURBOVIEW
3932934	15-MAR-2011	20-AUG-2009	VIOLIN MEMORY, INC.	SMARTSSD
3926201	01-MAR-2011	03-FEB-2009	VIOLIN MEMORY, INC.	GRIDIRON
4276013	15-JAN-2013	28-JAN-2009	VIOLIN MEMORY, INC.	FLASHCUBE
3825490	27-JUL-2010	17-APR-2007	VIOLIN MEMORY, INC	VIOLIN MEMORY
3554756	30-DEC-2008	17-APR-2007	VIOLIN MEMORY, INC	VIOLIN
3554757	30-DEC-2008	17-APR-2007	VIOLIN MEMORY, INC	
3436846	27-MAY-2008	13-NOV-2006	GEAR SIX, INC.	CACHEfx
3366994	08-JAN-2008	22-MAR-2006	ENGINEERED INTELLIGENCE CORPORATION	

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
85228844	28-JAN-2011	VIOLIN MEMORY, INC.	VSHARE
85192451	07-DEC-2010	VIOLIN MEMORY, INC.	VCACHE

EXHIBIT D

The PAY-OFF LETTER

[Remainder of page left intentionally blank]

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4790542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SILICON VALLEY BANK	09/30/2016
RECEIVING PARTY DATA	
Name:	VIOLIN SYSTEMS LLC
Street Address:	2560 NORTH FIRST STREET
Internal Address:	SUITE 300
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13624282
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<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:	3123214200
Email:	usassignments@brinksgilson.com,cwiechers@brinksgilson.com
Correspondent Name:	SID BENNETT
Address Line 1:	P.O. BOX 10395
Address Line 4:	CHICAGO, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	13016/222
NAME OF SUBMITTER:	SID BENNETT
SIGNATURE:	/Sid Bennett/
DATE SIGNED:	01/24/2018
Total Attachments: 5	
source=13016 Silicon Valley Bank Payoff Letter#page1.tif	
source=13016 Silicon Valley Bank Payoff Letter#page2.tif	
source=13016 Silicon Valley Bank Payoff Letter#page3.tif	
source=13016 Silicon Valley Bank Payoff Letter#page4.tif	
source=13016 Silicon Valley Bank Payoff Letter#page5.tif	



08/30/2016

Violin Memory, Inc.
4555 Great American Pkwy
Santa Clara, CA 95054
Attn: Kausalya Madavan

Re: Pay-Off Letter

Dear Kausalya:

We refer to the Loan and Security Agreement] dated as of 10/24/2014 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Violin Memory, Inc. ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of 08/30/2016 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$ 0.00
Interest	\$ 624.62
Unused Line Fee	\$ 4,788.64
Total Amount Owing	\$5,413.26

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$82.14. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

Borrower hereby authorizes Bank to deduct the Pay-Off Amount from Borrower's account, account number [REDACTED] maintained with Bank.

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).


Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: 
Name: Matthew W. [unclear]
Title: M.D.

Acknowledged by:

VIOLIN MEMORY, INC.

By: 
Name: [unclear]
Title: CFO

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____

Exhibit A
Bank Services Agreements

- 1) [REDACTED] Unsecured Cash Management Facility [REDACTED]

Friday, September 16, 2016 9:53:22 AM

SILICON VALLEY BANK
Loan Ledger Report
Ending Period: Friday, September 30, 2016

Page 777

Loan#: VME01

VIOLIN MEMORY INC.

Type: AR

Contact Name: KEITH KITCHEN
Tel #: 650 396 1756

[REDACTED]
4555 GREAT AMERICA PKWY
SANTA CLARA CA 95054

Current Loan Balance: 0.00 Availability: [REDACTED]
Current Coll. Balance: [REDACTED] Loan Limit: [REDACTED]

----- Collateral -----											
Date	Assn#	Coll#	Sales	Credits + Adjs	Gross Collection	Collateral Balance	Advances	Adjustments	Loan Net Cash	Loan Balance	Loan Available
Beginning Balances as of (September 2016) ----->										0.00	
09/01/16	Advance Rate:	80.00	Ineligibles:		0.00	[REDACTED]	0.00	Reserves:	0.00	0.00	0.00
					0.00	[REDACTED]	0.00				
						0.00	6,374.81				
Total:			0.00		0.00	[REDACTED]	0.00		0.00	0.00	[REDACTED]

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3000099

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
VIOLIN MEMORY, INC.	08/27/2014

RECEIVING PARTY DATA

Name:	SILICON VALLEY BANK
Street Address:	2400 HANOVER STREET
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304

PROPERTY NUMBERS Total: 94

Property Type	Number
Patent Number:	7454749
Patent Number:	7554464
Patent Number:	7565446
Patent Number:	7877490
Patent Number:	7907069
Patent Number:	8028186
Patent Number:	8090973
Patent Number:	8112655
Patent Number:	8160070
Patent Number:	8200887
Patent Number:	8214599
Patent Number:	8214608
Patent Number:	8285961
Patent Number:	8397016
Patent Number:	8402198
Patent Number:	8402246
Patent Number:	8417871
Patent Number:	8417895
Patent Number:	8442059
Patent Number:	8443150
Patent Number:	8452929

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Property Type	Number
Patent Number:	8634419
Patent Number:	8635416
Patent Number:	8650362
Patent Number:	8667366
Patent Number:	8713252
Patent Number:	8726064
Patent Number:	8775741
Patent Number:	8788758
Patent Number:	8806262
Application Number:	11365474
Application Number:	11918757
Application Number:	12062287
Application Number:	12199386
Application Number:	12619609
Application Number:	12796836
Application Number:	12814438
Application Number:	12846568
Application Number:	12849652
Application Number:	12901224
Application Number:	12976735
Application Number:	13019617
Application Number:	13442284
Application Number:	13443324
Application Number:	13538737
Application Number:	13546179
Application Number:	13546346
Application Number:	13624282
Application Number:	13733807
Application Number:	13764975
Application Number:	13766351
Application Number:	13798942
Application Number:	13799666
Application Number:	13828661
Application Number:	13833643
Application Number:	13856108
Application Number:	13858533
Application Number:	13860118
Application Number:	13863149
Application Number:	13865666

TRADEMARK

REEL: 007327 FRAME: 0449

Property Type	Number
Application Number:	13865702
Application Number:	13911607
Application Number:	13911632
Application Number:	13930671
Application Number:	13933310
Application Number:	14017686
Application Number:	14080004
Application Number:	14089370
Application Number:	14149993
Application Number:	14157945
Application Number:	14176326
Application Number:	14340208
Application Number:	61875871
Application Number:	61917649
Application Number:	61144404
PCT Number:	US2013025896
PCT Number:	US2013030410
PCT Number:	US2013033335
PCT Number:	US2013034218
PCT Number:	US2013034938
PCT Number:	US2013036295
PCT Number:	US2013036770
PCT Number:	US2013037062
PCT Number:	US2013040708
PCT Number:	US2013044527
PCT Number:	US2013048230
PCT Number:	US2013048476
PCT Number:	US2013049067
PCT Number:	US2013057794
PCT Number:	US2013060375
PCT Number:	US2013060816
PCT Number:	US2013061293
PCT Number:	US2013070003
PCT Number:	US2014010624

CORRESPONDENCE DATA

Fax Number:

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: 4152686033

TRADEMARK

REEL: 007327 FRAME: 0450

Email: TDinh@mofo.com
Correspondent Name: MORRISON & FOERSTER LLP
Address Line 1: 425 MARKET STREET
Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER: 27292-65

NAME OF SUBMITTER: TUAN DINH

SIGNATURE: /Tuan Dinh/

DATE SIGNED: 08/27/2014

Total Attachments: 17

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this “*Agreement*”), dated as of August 27, 2014, is made between VIOLIN MEMORY, INC., a Delaware corporation (the “*Grantor*”), and SILICON VALLEY BANK (the “*Lender*”).

The Grantor and the Lender are parties to a Credit Agreement dated as of August 27, 2014 (as amended, modified, renewed or extended from time to time, the “Credit Agreement”). It is a condition precedent to the borrowings under the Credit Agreement that the Grantor enter into this Agreement and grant to the Lender the security interests hereinafter provided to secure the obligations of the Grantor described below.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“*Collateral*” has the meaning set forth in Section 2.

“*Grantor Security Agreement*” means the Guaranty and Collateral Agreement, dated as of August 27, 2014, between the Grantor and the Lender.

“*PTO*” means the United States Patent and Trademark Office.

“*Secured Obligations*” has the meaning set forth in the Grantor Security Agreement.

“*UCC*” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 shall govern.

(d) Interpretation. The rules of interpretation set forth in Section 1.2 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to Lender a security interest in all of the Grantor’s right, title and interest in, to and under the following property, in each case whether now or

hereafter existing or arising or in which the Grantor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the “*Collateral*”):

(i) all Patents and Patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign Trademarks, service marks and trade names, and applications for registration of such Trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 20.

SECTION 3 Supplement to Grantor Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Grantor Security Agreement. The Grantor acknowledges that the rights and remedies of the Lender with respect to the security interest in the Collateral granted hereby are more fully set forth in the Grantor Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Grantor represents and warrants to the Lender that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. Patents and Patent applications and/or registrations owned by the Grantor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. Trademarks, Trademark registrations and/or applications owned by the Grantor, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO, at the expense of the Grantor.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Lender, if and when the Grantor shall obtain rights to any new patentable inventions or any new Trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any Patents or Trademarks, or any improvement of any Patent, the provisions of Section 2 shall automatically apply thereto and the Grantor shall give to the Lender prompt notice thereof. The Grantor shall do all things deemed necessary or advisable by the Lender to ensure the validity, perfection, priority and enforceability of the security interests of the Lender in such future acquired Collateral. The Grantor hereby authorizes the Lender to modify, amend, or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Grantor's behalf and as its attorney-in-fact to include any such future Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Lender Appointed Attorney-in-Fact. The Lender shall have the right to, in the name of the Grantor, or in the name of the Lender or otherwise, without notice to or assent by the Grantor, and the Grantor hereby constitutes and appoints the Lender (and any of the Lender's officers or employees or agents designated by the Lender) as the Grantor's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Lender: (i) to sign and file in the name of the Grantor any financing statement (with or without Grantor's signature) or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Grantor on all or any of such documents or instruments and perform all other acts that the Lender deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Lender's security interest in, the Collateral; and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Grantor, which the Lender may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including after the occurrence of any Event of Default (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Grantor arising under Section 365(n) of the Bankruptcy Code, and, (C) to execute any and all applications, documents, papers and instruments for the Lender to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Lender have the unilateral power, unless an Event of Default has occurred, to assign any of the Collateral to any Person, including itself, without the Grantor's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lender has any Commitments or the Secured Obligations have not been paid and performed in full. The Grantor hereby ratifies, to the extent

permitted by law, all that the Lender shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Lender Performance of Grantor Obligations. The Lender may perform or pay any obligation which the Grantor has agreed to perform or pay under or in connection with this Agreement, and the Grantor shall reimburse the Lender on demand for any amounts paid by the Lender pursuant to this Section 8.

SECTION 9 Lender's Duties. Notwithstanding any provision contained in this Agreement, the Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Grantor or any other Person for any failure to do so or delay in doing so. Except for and the accounting for moneys actually received by the Lender hereunder, the Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies. Upon the occurrence of any Event of Default, the Lender shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, the Grantor agrees that the Lender shall at all times have such royalty free licenses, to the extent permitted by law, for any Collateral that is reasonably necessary to permit the exercise of any of the Lender's rights or remedies upon the occurrence of an Event of Default. In addition to and without limiting any of the foregoing, upon the occurrence of an Event of Default, the Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as the Lender deems necessary or advisable, in the name of the Grantor or the Lender, to enforce or protect any Collateral, and any license thereunder, in which event the Grantor shall, at the request of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement.

SECTION 11 Notices. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or by email at or to the address, email address or facsimile number of the respective party set forth below its name on the signature page hereof, or at or to such other address, email address or facsimile number as such party shall have designated in a written notice to the other party. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received. Notices and other communications (A) sent by facsimile or by email shall be deemed to have been given when sent, and (B) posted to an internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its email address as described herein, of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if a notice or other communication is not given during normal business hours for the recipient, it shall be deemed to have been given at the opening of business on the next business day for the recipient.

SECTION 12 No Waiver; Cumulative Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Lender.

SECTION 13 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Lender and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 14 Governing Law. **THIS AGREEMENT AND ANY CLAIMS, 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 SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF). THE PROVISIONS OF SECTION 10.14 OF THE CREDIT AGREEMENT REGARDING SUBMISSION TO JURISDICTION AND JURY TRIAL WAIVER SHALL BE APPLICABLE TO THIS AGREEMENT AND ARE HEREBY INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*, AS IF SUCH PROVISIONS WERE FULLY SET FORTH HEREIN.**

SECTION 15 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 16 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 17 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of 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.

SECTION 18 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Section 10 thereof, such provisions are incorporated herein by this reference.

SECTION 19 No Inconsistent Requirements. The Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 20 Termination. Upon the Discharge of Obligations (and subject to the terms of the Credit Agreement and the Grantor Security Agreement), the security interests contemplated

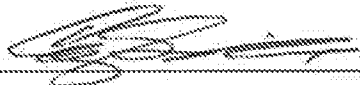
by this Agreement shall terminate and the Lender shall promptly execute and deliver to the Grantor such documents and instruments reasonably requested by the Grantor as shall be necessary to evidence termination of all security interests given by the Grantor to the Lender hereunder, including cancellation of this Agreement by written notice from the Lender to the PTO.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

VIOLIN MEMORY, INC.

By:  _____

Name: Corey Sindelar

Title: CFO

Address:

Violin Memory, Inc.
4555 Great America Parkway, Suite #150
Santa Clara, CA 95054
Attention: Corey Sindelar, Chief Financial Officer
Fax No.: _____
Email: c.sindelar@vmem.com

Signature Page to the Patent and Trademark Security Agreement

THE LENDER

SILICON VALLEY BANK

By: Matthew Wright

Name: Matthew Wright

Title: Director

Address:

Silicon Valley Bank
2400 Hanover Street
Palo Alto, CA 94304
Attn.: Ashlee Kaji
Fax No.: _____
Email: akaji@svb.com

SCHEDULE A
to the Patent and Trademark Security Agreement

VIOLIN MEMORY, INC.

Issued U.S. Patents of the Grantor

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
8112655	02-07-2012	MESOSYNCHRONOUS DATA BUS APPARATUS AND METHOD OF DATA TRANSMISSION
8200887	06-12-2012	MEMORY MANAGEMENT SYSTEM AND METHOD
8452929	05-28-2013	METHOD AND SYSTEM FOR STORAGE OF ADATA IN NON-VOLATILE MEDIA
8726064	05-13-2014	INTERCONNECTION SYSTEM
8160070	04-17-2012	FIBRE CHANNEL PROXY
8417895	04-09-2013	SYSTEM FOR MAINTAINING COHERENCY DURING OFFLINE CHANGES TO STORAGE MEDIA
8442059	05-14-2013	STORAGE PROXY WITH VIRTUAL PORTS CONFIGURATION
8397016	03-12-2013	EFFICIENT USE OF HYBRID MEDIA IN CACHE ARCHITECTURES
7454749	11-18-2008	SCALABLE PARALLEL PROCESSING ON SHARED MEMORY COMPUTERS
7554464	06-30-2009	METHOD AND SYSTEM FOR PROCESSING DATA HAVING A PATTERN OF REPEATING BITS
7907069	03-15-2011	FAST COMPRESSION METHOD FOR SCIENTIFIC DATA
8028186	09-27-2011	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM
8090973	01-03-2012	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
8806262	08-12-2014	SKEW MANAGEMENT IN AN INTERCONNECTION SYSTEM
8214599	07-03-2012	STORAGE DEVICE PREFETCH SYSTEM USING DIRECT GRAPH CLUSTERS
8214608	07-03-2012	BEHAVIORAL MONITORING OF STORAGE ACCESS PATTERNS
8443150	05-14-2013	EFFICIENT RELOADING OF DATA INTO CACHE RESOURCE
8775741	07-08-2014	USING TEMPORAL ACCESS PATTERNS FOR DETERMINING PREFETCH SUITABILITY
8788758	07-22-2014	LEAST PROFITABILITY USED CACHING SCHEME
8285961	10-09-2012	DYNAMIC PERFORMANCE VIRTUALIZATION FOR DISK ACCESS
8402198	03-19-2013	MAPPING ENGINE FOR A STORAGE DEVICE
8402246	03-19-2013	ALIGNMENT ADJUSTMENT IN A TIERED STORAGE SYSTEM
8417871	04-09-2013	SYSTEM FOR INCREASING STORAGE MEDIA PERFORMANCE
8650362	02-11-2014	SYSTEM FOR INCREASING UTILIZATION OF STORAGE MEDIA
8667366	03-04-2014	EFFICIENT USE OF PHYSICAL ADDRESS SPACE FOR DATA OVERFLOW AND VALIDATION
8634419	01-21-2014	RELIABLE AND FAST METHOD AND SYSTEM TO BROADCAST DATA
8635416	01-21-2014	APPARATUS, METHOD AND SYSTEM FOR USING SHADOW DRIVES FOR ALTERNATIVE DRIVE COMMANDS
8713252	04-29-2014	TRANSACTIONAL CONSISTENCY SCHEME

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
7565446	07-21-2009	METHOD FOR EFFICIENT DELIVERY OF CLUSTERED DATA VIA ADAPTIVE TCP CONNECTION MIGRATION
7877490	01-25-2011	METHOD AND APPARATUS FOR EFFICIENT TCP CONNECTION HANDOFF

Pending U.S. Patent Applications of the Grantor

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
11/365,474	02-28-2006	METHOD AND APPARATUS FOR PROVIDING HIGH-PERFORMANCE AND HIGHLY-SCALABLE STORAGE ACCELERATION
12/199,386	08-27-2008	MEMORY POWER MANAGEMENT
11/918,757	01-21-2009	INTERCONNECTION SYSTEM
12/901,224	10-08-2010	MEMORY SYSTEM WITH MULTIPLE STRIPING OF RAID GROUPS AND METHOD FOR PERFORMING THE SAME
13/442,284	04-09-2012	MEMORY MANAGEMENT SYSTEM AND METHOD
13/443,324	02/14/2013	INTERCONNECTION SYSTEM
12/062,287	04-03-2008	UNIVERSAL MEMORY SOCKET AND CARD AND SYSTEM FOR USING THE SAME
12/619,609	11-16-2009	CLUSTER CONTROL PROTOCOL
13/858,533	04-08-2013	SYSTEM FOR MAINTAINING COHERENCY DURING OFFLINE CHANGES TO STORAGE MEDIA
13/733,807	01-03-2013	STORAGE PROXY WITH VIRTUAL PORTS CONFIGURATION
12/796,836	06-09-2010	MEMORY SYSTEM HAVING PERSISTENT GARBAGE COLLECTION
12/976,735	12-22-2010	CONFIGURABLE INTERCONNECTION SYSTEM
13/538,737	06-29-2012	CIRCUIT CARD AND CAGE ARRANGEMENT WITH IMPROVED COOLING
WO2014004853 PCT/US2013/048230	06-27-2013	CIRCUIT CARD AND CAGE ARRANGEMENT WITH IMPROVED COOLING

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
13/546,179	07-11-2012	FLASH DISK ARRAY AND CONTROLLER
13/546,346	07-11-2012	RAIDED MEMORY SYSTEM
13/624,282	09-21-2012	SYSTEM AND METHOD FOR CORRECTING ERRORS IN DATA USING A COMPOUND CODE
14/340,208	07-24-2014	SYSTEM AND METHOD FOR CORRECTING ERRORS IN DATA USING A COMPOUND CODE
13/766,351	02-13-2013	EFFICIENT USE OF HYBRID MEDIA IN CACHE ARCHITECTURES
WO2014047382 PCT/US2013/060816	09-20-2013	HARDWARE INTEGRITY VERIFICATION
WO2013176912 PCT/US2013/040708	05-13-2013	FLASH MEMORY CONTROLLER
WO2014047609 PCT/US2013/061293	09-24-2013	VIRTUAL ADDRESSING
WO2014047159 PCT/US2013/060375	09-18-2013	WRITE CACHE SORTING
13/799,666	03-13-2013	MEMORY MODULE VIRTUALIZATION
WO2013148915 PCT/US2013/034218	03-28-2013	MEMORY MODULE VIRTUALIZATION
13/865,702	04-18-2013	LUN MANAGEMENT WITH DISTRIBUTED RAID CONTROLLERS
WO2013158817 PCT/US2013/037062	04-18-2013	LUN MANAGEMENT WITH DISTRIBUTED RAID CONTROLLERS
13/865,666	04-18-2013	SNAPSHOTS IN A FLASH MEMORY STORAGE SYSTEM
WO2013158633 PCT/US2013/036770	04-16-2013	SNAPSHOTS IN A FLASH MEMORY STORAGE SYSTEM
13/798,942	03-13-2013	POWER MANAGEMENT IN A FLASH MEMORY

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
WO2013142707 PCT/US2013/033335	03-21-2013	POWER MANAGEMENT IN A FLASH MODULE
13/930,671	06-28-2013	POWER SUPPLY AND CIRCUIT MODULE FOR DATA PROCESSING SYSTEM
WO2014004972 PCT/US2013/048476	06-28-2013	POWER SUPPLY AND CIRCUIT MODULE FOR DATA PROCESSING SYSTEM
14/017,686	09-04-2013	SYSTEM AND METHOD OF POWER CONTROL FOR A HIGH-AVAILABILITY SYSTEM
WO2014039424 PCT/US2013/057794	09-03-2013	SYSTEM AND METHOD OF POWER CONTROL FOR A HIGH-AVAILABILITY SYSTEM
14/080,004	11-14-2013	MEMORY ARRAY WITH ATOMIC TEST AND SET
WO2014078481 PCT/US2013/070003	11-14-2013	MEMORTY ARRAY WITH ATOMIC TEST AND SET
12/814,438	06-12-2010	ARCHITECTURE FOR STORAGE PROXY WITH ADAPTABLE TIERING POLICY
US 61/144,404	01-13-2009	DETERMINING PREFETCH SUITABILITY USING DYNAMIC HISTOGRAPHIC WATERMARKING
14/157,945	01-17-2014	APPARATUS, METHOD AND SYSTEM FOR USING SHADOW DRIVES FOR ALTERNATIVE DRIVE COMMANDS
14/149,993	01-08-2014	METHOD AND SYSTEM FOR DATA STORAGE
WO/2014/110095 PCT/US2014/010624	01-08-2014	METHOD AND SYSTEM FOR DATA STORAGE
13/933,310	07-02-2013	SYNCHRONIZATION OF A DISPERSED RAID GROUP
WO/2014/008261 PCT/US2013/049067	07-02-2013	SYNCHRONIZATION OF A DISPERSED RAID GROUP

<u>Application No.</u>	<u>Application Date</u>	<u>Title</u>
WO/2013/184923 PCT/US2013/044527	06-06-2013	MEMORY SYSTEM MANAGEMENT
13/860,118	04-10-2013	MANAGING TRIM OPERATIONS IN A FLASH MEMORY SYSTEM
WO/2013/155368 PCT/US2013/036295	04-12-2013	MANAGING TRIM OPERATIONS IN A FLASH MEMORY SYSTEM
PCT/US2013/030410	3/12/2013	ALIGNMENT ADJUSTMENT IN A TIERED STORAGE SYSTEM
13/019,617	2/2/2011	APPARATUS, METHOD AND SYSTEM FOR USING REAL-TIME PERFORMANCE FEEDBACK FOR MODELING AND IMPROVING ACCESS TO SOLID STATE MEDIA
13/833,643	3/15/2013	FLASH MEMORY CONTROLLER
13/828,661	3/14/2013	HARDWARE INTEGRITY VERIFICATION
12/849,652	8/3/2010	IDENTIFYING INVALID CACHE DATA
PCT/US2013/025896	2/13/2013	MAPPING ENGINE FOR A STORAGE DEVICE
13/764,975	2/12/2013	MAPPING ENGINE FOR A STORAGE DEVICE
13/911,607	6/6/2013	MEMORY SYSTEM MANAGEMENT
14/089,370	11/25/2013	METHOD AND APPARATUS FOR DATA MIGRATION
13/863,149	4/15/2013	METHOD AND SYSTEM FOR STORAGE OF DATA IN NON-VOLATILE MEDIA
13/856,108	4/3/2013	METHOD FOR INCREASING STORAGE MEDIA PERFORMANCE
13/911,632	6/6/2013	OPTIMIZATION OF RAID GROUP STORAGE
12/846,568	7/29/2010	REASSEMBLING ABSTRACTED MEMORY ACCESSES FOR PREFETCHING
61/875,871	9/10/2013	SYSTEM AND METHOD OF DATA STORAGE IN FLASH MEMORY
PCT/US2013/034938	4/2/2013	SYSTEM FOR INCREASING STORAGE MEDIA PERFORMANCE
14/176,326	2/10/2014	SYSTEM FOR INCREASING UTILIZATION OF STORAGE MEDIA
61/917,649	12/18/2013	TRANSMISSION OF STATEFUL DATA OVER A STATELESS COMMUNICATIONS CHANNEL

SCHEDULE B
to the Patent and Trademark Security Agreement

VIOLIN MEMORY, INC.

U.S. Trademarks of the Grantor

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
3958851	10-MAY-2011	03-NOV-2009	VIOLIN MEMORY, INC.	TURBOVIEW
3932934	15-MAR-2011	20-AUG-2009	VIOLIN MEMORY, INC.	SMARTSSD
3926201	01-MAR-2011	03-FEB-2009	VIOLIN MEMORY, INC.	GRIDIRON
4276013	15-JAN-2013	28-JAN-2009	VIOLIN MEMORY, INC.	FLASHCUBE
3825490	27-JUL-2010	17-APR-2007	VIOLIN MEMORY, INC	VIOLIN MEMORY
3554756	30-DEC-2008	17-APR-2007	VIOLIN MEMORY, INC	VIOLIN
3554757	30-DEC-2008	17-APR-2007	VIOLIN MEMORY, INC	
3436846	27-MAY-2008	13-NOV-2006	GEAR SIX, INC.	CACHEfx
3366994	08-JAN-2008	22-MAR-2006	ENGINEERED INTELLIGENCE CORPORATION	

Pending U.S. Trademark Applications of the Grantor

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
85228844	28-JAN-2011	VIOLIN MEMORY, INC.	VSHARE
85192451	07-DEC-2010	VIOLIN MEMORY, INC.	VCACHE

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4790542

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SILICON VALLEY BANK	09/30/2016
RECEIVING PARTY DATA	
Name:	VIOLIN SYSTEMS LLC
Street Address:	2560 NORTH FIRST STREET
Internal Address:	SUITE 300
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13624282
CORRESPONDENCE DATA	
Fax Number:	(312)321-4299
<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:	3123214200
Email:	usassignments@brinksgilson.com,cwiechers@brinksgilson.com
Correspondent Name:	SID BENNETT
Address Line 1:	P.O. BOX 10395
Address Line 4:	CHICAGO, ILLINOIS 60610
ATTORNEY DOCKET NUMBER:	13016/222
NAME OF SUBMITTER:	SID BENNETT
SIGNATURE:	/Sid Bennett/
DATE SIGNED:	01/24/2018
Total Attachments: 5	
source=13016 Silicon Valley Bank Payoff Letter#page1.tif	
source=13016 Silicon Valley Bank Payoff Letter#page2.tif	
source=13016 Silicon Valley Bank Payoff Letter#page3.tif	
source=13016 Silicon Valley Bank Payoff Letter#page4.tif	
source=13016 Silicon Valley Bank Payoff Letter#page5.tif	



08/30/2016

Violin Memory, Inc.
4555 Great American Pkwy
Santa Clara, CA 95054
Attn: Kausalya Madavan

Re: Pay-Off Letter

Dear Kausalya:

We refer to the Loan and Security Agreement] dated as of 10/24/2014 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and between Violin Memory, Inc. ("Borrower") and Silicon Valley Bank ("Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Bank that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Bank provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Bank under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of 08/30/2016 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

Principal	\$ 0.00
Interest	\$ 624.62
Unused Line Fee	\$ 4,788.64
Total Amount Owing	\$5,413.26

From and after the Computation Date and until 12:00 pm Pacific time on the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$82.14. Upon request of Borrower, Bank shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes (1) no additional credit extensions under the Loan Agreement, and (2) that collections received by Bank in the normal course of business from the account debtors of Borrower are cleared by their respective banks.

This letter confirms that Borrower has waived the right to seek any additional credit extensions, and Bank shall not be obligated to make, and Bank shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

Borrower hereby authorizes Bank to deduct the Pay-Off Amount from Borrower's account, account number [REDACTED] maintained with Bank.

Effective immediately upon Bank's receipt of payment in full in cash of the Pay-Off Amount (the date of Bank's receipt of the Pay-Off Amount being the "Pay-Off Date"; should Bank receive payment of the Pay-Off Amount in the form of a check made payable to Bank, the Pay-Off Date shall be the date that is ten (10) Business Days following Bank's receipt of such check), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by Borrower to Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents"; provided, however, "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by Borrower in favor of Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by Bank as security for the Obligations shall be terminated and automatically released without further action by Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by Bank; and (v) all other obligations of Borrower shall be deemed terminated; provided, however, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement, shall continue to survive notwithstanding this termination.

Bank authorizes Borrower, or any other party on behalf of Borrower, upon or after the Pay-Off Date, to prepare and file any UCC-3 Termination Statements or other documents necessary to evidence the release of Bank's security interests in any of Borrower's property or assets that secured the Obligations and in any third party and any of such third party's property or assets that guarantied the Obligations or provided collateral security therefore. Within three (3) business days following the Pay-Off Date, Bank shall (i) if required by any third party, deliver to such third party such termination notices relating to any deposit or securities account control agreements or other notices terminating Bank's security interest arising under the Loan Documents, and (ii) if applicable, return any pledged stock in Bank's possession to the pledgor; provided, that any costs or expenses incurred by Bank with respect to such items (including all reasonable attorneys' fees and expenses) shall be reimbursed promptly by Borrower on demand. From and after the Pay-Off Date, Bank further agrees to procure, deliver, or execute and deliver to Borrower, from time to time, all further releases not specified above, certificates, instruments, and documents as may be reasonably requested by Borrower or which are required to evidence the consummation of the payoff contemplated hereby, in each case at the expense of Borrower (including all reasonable attorneys' fees and expenses).

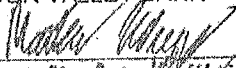
Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products Bank shall continue to provide to Borrower after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by Bank and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: 
Name: Matthew W. [unclear]
Title: M.D.

Acknowledged by:

VIOLIN MEMORY, INC.

By: 
Name: [unclear]
Title: CFO

SVB ACCOUNT OFFICER – RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL – RECEIVED _____

Exhibit A
Bank Services Agreements

- 1) [REDACTED] Unsecured Cash Management Facility [REDACTED]

Friday, September 16, 2016 9:53:22 AM

SILICON VALLEY BANK
Loan Ledger Report
Ending Period: Friday, September 30, 2016

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Loan#: VME01

VIOLIN MEMORY INC.

Type: AR

Contact Name: KEITH KITCHEN
Tel #: 650 396 1756

██████████
4555 GREAT AMERICA PKWY
SANTA CLARA CA 95054

Current Loan Balance: 0.00 Availability: ██████████
Current Coll. Balance: ██████████ Loan Limit: ██████████

----- Collateral -----											
Date	Assn#	Coll#	Sales	Credits + Adjs	Gross Collection	Collateral Balance	Advances	Adjustments	Loan Net Cash	Loan Balance	Loan Available
Beginning Balances as of (September 2016) -----> ██████████										0.00	
09/01/16	Advance Rate:	80.00	Ineligibles:	0.00	0.00	██████████	0.00	Reserves:	0.00	0.00	0.00
				0.00	0.00	██████████	0.00				
						0.00	6,374.81				
Total:			0.00	0.00	0.00	██████████	0.00	0.00	0.00	0.00	██████████