

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM725182

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Panzura, LLC		04/13/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	81 Bay Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J1E7		
<b>Entity Type:</b>	National Banking Association: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6279943	PANZURA	
<b>Registration Number:</b>	6263754	VIZION.AI	
<b>Registration Number:</b>	4216823	PANZURA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	2133307717		
<b>Email:</b>	corina.rachina@us.dlapiper.com		
<b>Correspondent Name:</b>	Corina Rachina		
<b>Address Line 1:</b>	550 South Hope Street		
<b>Address Line 2:</b>	Suite 2400		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071-2678		
<b>NAME OF SUBMITTER:</b>	Matt Schwartz		
<b>SIGNATURE:</b>	/s/ Matt Schwartz		
<b>DATE SIGNED:</b>	04/30/2022		
<b>Total Attachments: 7</b> source=panzurra#page1.tif			

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 13, 2022, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and PANZURA, LLC, a Delaware limited liability company (“**Grantor**”).

### RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement solely to include any Intellectual Property registrations or applications for registrations which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Panzura, LLC  
2880 Stevens Creek Blvd  
Suite 100  
San Jose, CA 95128

GRANTOR:

PANZURA, LLC

By: 

Name: Lary Brent McClure  
Title: Chief Financial Officer

Address of Bank:

81 Bay Street, 10th Floor  
Toronto, ON  
M5J 1E7

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

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

Name: Holly Dungan  
Title: Assistant General Manager

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

Name: Ramin Ganjavi  
Title: Authorized Signatory

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

Panzura, LLC  
2880 Stevens Creek Blvd  
Suite 100  
San Jose, CA 95128

GRANTOR:

PANZURA, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Bank:

81 Bay Street, 10th Floor  
Toronto, ON  
M5J 1E7

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Holly Dungan \_\_\_\_\_

Name: Holly Dungan

Title: Assistant General Manager

By: Ramin Ganjavi \_\_\_\_\_

Name: Ramin Ganjavi

Title: Authorized Signatory

EXHIBIT A  
COPYRIGHTS

N/A

## EXHIBIT B

## PATENTS

<b>Description</b>	<b>Patent/Application No.</b>	<b>Issue/Application Date</b>
DYNAMICALLY ADAPTIVE NETWORK-BASED DATA PROCESSING SYSTEM AND METHOD	8,706,910	April 22, 2014
NETWORK-ATTACHED MEDIA PLUG-IN	8,301,792	October 30, 2012
GLOBAL DEDUPLICATION FILE SYSTEM	8,306,948	November 6, 2012
CLOUD COMMANDS	8,719,444	May 6, 2014
EFFICIENT CLOUD NETWORK ATTACHED STORAGE	8,341,363	December 25, 2012
FORWARDING FILESYSTEM-LEVEL INFORMATION TO A STORAGE MANAGEMENT SYSTEM	8,356,016	January 15, 2013
PRE-FETCHING DATA FOR A DISTRIBUTED FILESYSTEM	8,788,628	July 22, 2014
Distributing Data for a DFS Across Multiple Cloud Storage Systems	8,799,413	August 5, 2014
Archiving Data for a Distributed Filesystem	8,799,414	August 5, 2014
Providing Disaster Recovery for a Distributed Filesystem	8,805,967	August 12, 2014
Accessing Cached Data from a Peer Cloud Controller in a DFS	8,805,968	August 12, 2014
Customizing Data Management for a Distributed Filesystem	9,678,981	June 13, 2017
Deleting a File from a Distributed Filesystem	9,678,968	June 13, 2017
Performing Deduplication in a Distributed Filesystem	9,679,040	June 13, 2017
Using Overlay Metadata in a Cloud Controller to Generate Incremental Snapshots for a Distributed Filesystem	9,824,095	November 21, 2017
Managing Metadata and Data Storage for a Cloud Controller in a Distributed Filesystem	9,792,298	October 17, 2017
Transferring and Caching a Cloud File in a Distributed Filesystem	9,852,149	December 26, 2017
Facilitating the Recovery of a Virtual Machine using a Distributed Filesystem	9,613,064	April 4, 2017
Avoiding Client Timeouts in a Distributed Filesystem	9,852,150	December 26, 2017
Executing a Cloud Command for a Distributed Filesystem	9,811,532	November 7, 2017
Restoring an Archived File in a Distributed Filesystem	9,804,928	October 31, 2017
Managing a Global Namespace for a Distributed Filesystem	9,805,054	October 31, 2017
Managing a Global Namespace for a Distributed Filesystem	10,296,494	May 21, 2019
Performing Anti-Virus Checks for a Distributed Filesystem	9,811,662	November 7, 2017
Distributed Change Notifications for a Distributed Filesystem	9,646,022	May 9, 2017

Using Byte-Range Locks to Manage Mult. Conc. Accesses to a file in a DFS	9,792,294	October 17, 2017
Synchronizing File Updates Between Two Cloud Controllers of a DFS	9,805,056	October 31, 2017
Managing Opportunistic Locks in a Distributed Filesystem	10,169,367	January 1, 2019
Managing the Level of Consistency for a File in a DFS	9,990,372	June 5, 2018
Sending Interim Notifications to a Client of a DFS	9,613,048	April 4, 2017
Facilitating Access to Remote Cloud Services	9,986,033	May 29, 2018
Sending Interim Notifications for Namespace Operations for a DFS	10,291,705	May 14, 2019
Maintaining Global Namespace Consistency for a Distributed Filesystem	10,630,772	April 21, 2022
Short Stroking and Data Tiering for a DFS	10,168,912	January 1, 2019
Managing Cloud-Based Storage Using a Time-Series Database	11,178,246	November 16, 2021
Managing a Cloud-Based Distributed Computing Environment Using a Distributed Database	16/510,915	July 13, 2019
Journaling Data Received in a Cloud-Based Distributed Comp. Env.	16/510,916	July 13, 2019
Managing a Distributed Cache in a Cloud-Based Dist. Comp. Env.	16/805,751	February 29, 2020
Accessing a Scale-out Block Interface in a Cloud-Based Dist. Comp. Env	16/808,199	March 3, 2020



EXHIBIT C

TRADEMARKS

Description	Registration/Serial No.	Registration/Application Date
PANZURA	Reg. # 6279943 Serial # 88517580	02 March 2021
VIZION.AI	Reg. # 6263754 Serial # 88517574	09 February 2021
PANZURA	Reg. # 4216823 Serial # 85497966	02 October 2012