

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM774876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKYTAP, INC.		12/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VISTARA TECHNOLOGY GROWTH FUND (CANADA) IV LP		
Street Address:	1622 West 7th Avenue, Suite 200		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6J 1S5		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5724642		
Registration Number:	3713390	SKYTAP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1862076 TM		
NAME OF SUBMITTER:	Yvette Stohler		
SIGNATURE:	/Yvette Stohler/		
DATE SIGNED:	12/16/2022		
Total Attachments: 9			
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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 December 16, 2022, among SKYTAP, INC., a Delaware corporation (“**Borrower Representative**”), (collectively, “**Grantors**”, and each, a “**Grantor**”) and VISTARA TECHNOLOGY GROWTH FUND (CANADA) IV LP, as administrative agent and collateral agent for Lenders (in such capacity, “**Agent**”).

Recitals

A. Grantors, certain lenders from time to time party thereto (collectively “**Lenders**”), and Agent, as administrative agent and collateral agent for lenders, are entering into a Loan and Security Agreement 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 each Grantor’s Intellectual Property.

C. Grantors’ 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, each Grantor and Agent hereby agree:

1. To secure the Obligations, each Grantor grants Agent a security interest in all of such Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such 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. Each Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such 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 shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. 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. The words “execution,” “signed,” “signature” and words of like import 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. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[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 Grantors:

SKYTAP, INC.
255 S King St, Suite 800
Seattle, WA 98104
Attention: Chief Financial Officer
Email: barneysilver@skytap.com

GRANTORS:

SKYTAP, INC

DocuSigned by:

By: 

Name: Brad Silver

Title: Chief Executive Officer

Address of Agent:

1622 West 7th Avenue, Suite 200
Vancouver BC V6J 1S5
Attention: Noah Shipman
Email: noah@vistaragrowth.com

AGENT:

VISTARA TECHNOLOGY GROWTH FUND (CANADA)
IV LP

By: _____

Name: Noah Shipman

Title: Partner

[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 Grantors:

SKYTAP, INC.
255 S King St, Suite 800
Seattle, WA 98104
Attention: Chief Financial Officer
Email: barneysilver@skytap.com

GRANTORS:

SKYTAP, INC.

By _____
Name: Brad Schick
Title: Chief Executive Officer

Address of Agent:

1622 West 7th Avenue, Suite 200
Vancouver BC V6J 1S5
Attention: Noah Shipman
Email: noah@vistaragrowth.com

AGENT:

VISTARA TECHNOLOGY GROWTH FUND (CANADA)

IV LP DocuSigned by:

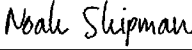
By:  _____
Name: Noah Shipman
Title: Partner

EXHIBIT A
COPYRIGHTS

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
None			

EXHIBIT B

PATENTS


OWNER	DESCRIPTION	STATUS	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	ISSUE DATE
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	12/434,619	2009-05-02	8,972,978	2015-03-03
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	12/434,620	2009-05-02	8,473,594	2013-06-25
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	12/434,621	2009-05-02	10,127,059	2018-11-13
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	13/276,153	2011-10-18	8,473,627	2013-06-25
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	13/619,959	2012-09-14	8,635,351	2014-01-21
Skytap, Inc.	METHOD, MEDIUM, AND SYSTEM FOR MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	13/627,794	2012-09-26	9,870,238	2018-01-16
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	13/925,478	2013-06-24	9,052,933	2015-06-09

OWNER	DESCRIPTION	STATUS	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	ISSUE DATE
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	13/925,682	2013-06-24	9,063,763	2015-06-23
Skytap, Inc.	MULTITENANT HOSTED VIRTUAL MACHINE INFRASTRUCTURE	Issued	16/128,251	2018-09-11	10,817,318	2020-10-27
Skytap, Inc.	METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	Issued	13/842,499	2013-03-15	9,383,891	2016-07-05
Skytap, Inc.	METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	Issued	14/855,750	2015-09-16	10,209,850	2019-02-19
Skytap, Inc.	METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	Issued	14/839,818	2015-08-28	9,939,984	2018-04-10
Skytap, Inc.	METHODS AND SYSTEMS FOR AN INTERMEDIATE GRAPHICAL DESKTOP SHARING PROTOCOL	Issued	16/240,460	2019-01-04	10,915,218	2021-02-09
Skytap, Inc.	VIRTUAL GATEWAY ROUTER	Issued	13/761,084	2013-02-06	8,478,902	2013-07-02
Skytap, Inc.	VIRTUAL GATEWAY ROUTER	Issued	13/920,977	2013-06-18	8,601,158	2013-12-03

OWNER	DESCRIPTION	STATUS	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	ISSUE DATE
Skytap, Inc.	VIRTUAL GATEWAY ROUTER	Issued	13/921,024	2013-06-18	8,621,104	2013-12-31
Skytap, Inc.	VIRTUAL GATEWAY ROUTER	Issued	14/070,385	2013-11-01	9,430,260	2016-08-30
Skytap, Inc.	DISTRIBUTED SERVICE ROUTING PROTOCOL SUITABLE FOR VIRTUAL NETWORKS	Issued	13/842,766	2013-03-15	9,294,384	2016-03-22
Skytap, Inc.	DISTRIBUTED SERVICE ROUTING PROTOCOL SUITABLE FOR VIRTUAL NETWORKS	Issued	15/017,320	2016-02-05	10,122,613	2018-11-06
Skytap, Inc.	DISTRIBUTED SERVICE ROUTING PROTOCOL SUITABLE FOR VIRTUAL NETWORKS	Issued	16/151,998	2018-10-04	10,581,720	2020-03-03
Skytap, Inc.	STORAGE AREA NETWORK EMULATION	Issued	15/177,266	2016-06-08	9,798,497	2017-10-24
Skytap, Inc.	STORAGE AREA NETWORK EMULATION	Issued	15/717,592	2017-09-27	10,241,724	2019-03-26
Skytap, Inc.	MULTI-REGION VIRTUAL DATA CENTER TEMPLATE	Issued	14/938,727	2015-11-11	10,374,891	2019-08-06

OWNER	DESCRIPTION	STATUS	APPLICATION NUMBER	APPLICATION DATE	PATENT NUMBER	ISSUE DATE
Skytap, Inc.	MULTI-REGION VIRTUAL DATA CENTER TEMPLATE	Issued	14/954,769	2015-11-30	10,050,834	2018-08-14
Skytap, Inc.	MULTI-REGION VIRTUAL DATA CENTER TEMPLATE	Pending	16/447,053	2019-06-20		

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
Skytap, Inc.		87610872	2017-09-15	5724642	2019-04-16
Skytap, Inc.	SKYTAP	77978111	2008-03-18	3713390	2009-11-17