

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805543

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nexsan Technologies Incorporated		01/27/2023	Corporation: DELAWARE
StorCentric, Inc.		01/27/2023	Corporation: DELAWARE
Connected Data, Inc.		01/27/2023	Corporation: CALIFORNIA
DROBO, INC.		01/27/2023	Corporation: DELAWARE
Nexsan Corporation		01/27/2023	Corporation: DELAWARE
Retrospect, Inc.		01/27/2023	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Storcentric DIP Lender, LLC
Street Address:	2625 ALCATRAZ AVENUE #513
City:	BERKELEY
State/Country:	CALIFORNIA
Postal Code:	94705
Entity Type:	Limited Liability Company: CALIFORNIA

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77465350	AUTOMAID
Serial Number:	77505120	SASBOY
Serial Number:	77505136	SASBEAST
Serial Number:	77666170	NEXSAN
Serial Number:	78658769	ASSUREON
Serial Number:	78658909	ASSUREON
Serial Number:	78698045	SATABEAST
Serial Number:	85052305	NEXSAN
Serial Number:	85139885	
Serial Number:	85211029	E-CENTRE
Serial Number:	85338153	FASTIER
Serial Number:	85540270	NST
Serial Number:	88150304	STORCENTRIC
Serial Number:	86948640	UNITY

TRADEMARK

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Property Type	Number	Word Mark
Serial Number:	86948652	NEXSAN UNITY
Serial Number:	77094862	DROBO
Serial Number:	87437299	BEYONDRAID

CORRESPONDENCE DATA

Fax Number: 3124643111
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: 3124643100
Email: trademarks@loeb.com
Correspondent Name: William J. Voller III
Address Line 1: 321 N. Clark Street, Suite 2300
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	233739-10034
NAME OF SUBMITTER:	William J. Voller III
SIGNATURE:	/William J. Voller III/
DATE SIGNED:	04/24/2023

Total Attachments: 13
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “IP Assignment”) is made as of January 27, 2023 (the “Effective Date”), by and among Storcentric DIP Lender, LLC, a California limited liability company (“Assignee”), StorCentric, Inc., a Delaware corporation (“StorCentric”), Drobo, Inc., a Delaware corporation (“Drobo”), Nexsan Corporation, a Delaware corporation (“Nexsan”), Nexsan Technologies Incorporated, a Delaware corporation (“Nexsan Technologies”), VS Acquisition Company, LLC, a Delaware limited liability company (“VS Acquisition”), Connected Data, Inc., a California corporation (“Connected Data”), and RETROSPECT, INC., a California corporation (“Retrospect”, and collectively with StorCentric, Drobo, Nexsan, Nexsan Technologies, VS Acquisition and Connected Data, the “Assignors”, and each, a “Assignor”). Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Serene Investment Management, LLC, a California limited liability company (“Serene”), are parties to that certain Asset Purchase Agreement dated as of January 24, 2023 (the “Purchase Agreement”), pursuant to which Serene has agreed to purchase either by itself or through one or more Buyer Designees, and Assignors have agreed to sell, convey, assign, transfer and deliver to Serene or, in Serene’s discretion, to one or more Buyer Designees, all of such Assignors’ right, title and interest in, to and under the Intellectual Property on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, on November 4, 2022, the United States Bankruptcy Court issued a Final Order authorizing Sellers to sell the Assets to Serene or Serene’s designee (the “Final Order”);

WHEREAS, Serene has selected Assignee as the Buyer Designee; and

WHEREAS, pursuant to the Purchase Agreement and the Final Order, Assignors have agreed to execute and deliver this IP Assignment by which the Intellectual Property included in the Assets is assigned and conveyed by Assignors to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement, it is hereby agreed that:

1. Intellectual Property Conveyance.

Each Assignor does hereby irrevocably and unconditionally:

a. sell, assign, transfer, convey, and deliver to Assignee all of such Assignor’s right, title and interest in, to and under all Intellectual Property including without limitation: (i) the Intellectual Property set forth in Exhibit A hereto; (ii) any inventions disclosed in any patents included in the Intellectual Property, including any patents issued on any applications included in such Intellectual Property and all reissues, reexaminations, continuations, continuations-in-part, continuing prosecution applications, requests for continued or continuing examination, divisionals, and all extensions, validations, nationalizations and foreign counterparts relating to any of the

foregoing, including without limitation, certificates of invention, utility models and other governmental grants or issuances and any patents and patent applications that claim priority to or from any of the foregoing; (iii) any renewals to any Intellectual Property; (iv) the right to claim priority to any applications, registrations, or issuances of Intellectual Property, or any applications therefor including under any applicable domestic, foreign or international law or treaty; (v) any goodwill associated with any of the foregoing; (vi) all rights to any proceedings of any nature available to or being pursued by Assignors to the extent related to the Intellectual Property, whether arising by way of counterclaim or otherwise, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (iv) rights, if any, to collect royalties or other payments under or on account of any of the Intellectual Property due or payable on or after the Effective Date, in each case, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this IP Assignment had not been made;

b. waive and agree to waive any "moral" rights with respect to the Intellectual Property, including but not limited to rights of attribution and integrity arising from all or any part of the copyrights, if any, included in the Intellectual Property, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to such Assignor of any such moral rights, in each case, to fullest extent permitted by applicable laws; and

c. agree to execute, as reasonably requested in writing by Assignee, such additional applications, assignments, declarations, affidavits, and any other papers as are reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Intellectual Property assigned to Assignee hereunder and to reasonably assist Assignee in perfecting such right, title and interest in Assignee.

d. agree to initiate and cooperate with Assignee to complete the transfer process with respect to the domain names and URLs included in the Intellectual Property electronically from the applicable Assignor's account to Assignee's account(s) and server(s) to the extent reasonably required to transfer ownership and control of the domain names and URLs, and to execute and deliver such assignment and other documents as the registrar of such domain names and URLs may reasonably require in order to effectuate the transfer of control and ownership of such domain names and URLs from each Assignor to Assignee. Each Assignor agrees that this IP Assignment Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter of this IP Assignment. This IP Assignment may be submitted to the UDRP or any similar offices throughout the world, or to any other party, as evidence of Assignee's ownership.

2. Terms of the Purchase Agreement. This IP Assignment is being delivered pursuant to the Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby,

but shall remain in full force and effect to the full extent provided therein. The rights and remedies Assignors and Assignee under the Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this IP Assignment. In the event of any conflict between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall prevail.

3. Counterparts. This IP Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.


4. Governing Law. This IP Assignment and all disputes or controversies arising out of or relating to this IP Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

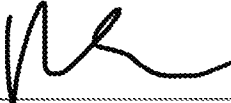
IN WITNESS WHEREOF, Assignors have executed this IP Assignment as of the date first above written.

Assignors:


STORCENTRIC, INC.

By: 
Name: Mihir Shah
Title: Authorized Person


DROBO INC.

By: 
Name: Mihir Shah
Title: Authorized Person

NEXSAN CORPORATION

By: 
Name: Mihir Shah
Title: Authorized Person

NEXSAN TECHNOLOGIES INCORPORATED

By: 
Name: Mihir Shah
Title: Authorized Person

VS ACQUISITION COMPANY, LLC

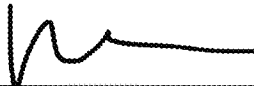
By: 
Name: Mihir Shah
Title: Authorized Person

[Signature Page to IP Assignment]

CONNECTED DATA, INC.

By: 
Name: Mihir Shah
Title: Authorized Person

RETROSPECT, INC.

By: 
Name: Mihir Shah
Title: Authorized Person

[Signature Page to IP Assignment]

TRADEMARK
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The Assignee hereby accepts assignment of the Intellectual Property.

Assignee:

STORCENTRIC DIP LENDER, LLC

By: 

Name: Vincent Phillip

Title: Secretary / COO

[Signature Page to IP Assignment]

Exhibit A to Intellectual Property Assignment

(Attached)

[Exhibit A to IP Assignment]

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Patents:

Title	Application Number	Patent Number	Issue Date
Personal Storage Appliance	29/437,875	D706,755 S	10-Jun-2014
System and Method for Managing User Data in a Plurality of Storage Appliances Over a Wide Area Network for Collaboration, Protection, Publication, or Sharing	13/804,019	9,218,406	22-Dec-2015
System and Method for Socially Organized Storage and Shared Access to Storage Appliances	13/804,436	9,396,156	19-Jul-2016
Method of Reducing Bandwidth Required for Sharing of Files on a Server	14/322,447	8,959,242	17-Feb-2015
System and Method for Visualizing Data Sharing Arrangements for an Organization	15/082,936	10,601,799	24-Mar-2020
Data Archiving System	11/463,461	7,801,871	21-Sep-2010
Data Archiving System	12/851,824	8,086,578	27-Dec-2011
Data Archiving System	13/323,064	8,843,461	23-Sep-2014
Apparatus for Storing Data	12/646,532	8,120,922	21-Feb-2012
Apparatus for Storing Data	13/352,559	9,269,401	23-Feb-2016
Data Storage Apparatus	12/646,575	8,191,841	05-Jun-2012
Data Storage Apparatus	13/459,905	8,976,530	10-Mar-2015
Journaling Raid System	14/041,975	8,838,893	16-Sep-2014
System for Displaying Hierarchical Information	13/076,218	9,256,350	09-Feb-2016
Blockchain-Based Decentralized Storage System	16/198,090	11,037,227	15-Jun-2020
Dynamically Expandable and Contractible Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	11/267,938	7,814,273	12-Oct-2010
Dynamically Upgradeable Fault-Tolerant Storage System Permitting Variously Sized Storage Devices and Method	11/267,836	7,814,272	12-Oct-2010

Title	Application Number	Patent Number	Issue Date
Dynamically Expandable and Contractible Fault-Tolerant Storage System with Virtual Hot Spare	11/267,963	9,043,639	26-May-2015
Storage System Condition Indicator and Method	11/267,960	7,818,531	19-Oct-2010
Filesystem-Aware Block Storage System, Apparatus, and Method	11/743,967	7,873,782	18-Jan-2011
Carrierless Storage System Enclosure with Ejection Mechanism	12/101,708	8,215,727	10-Jul-2012
System and Method for Protecting Users of Data Storage Systems Against Known Problems	12/823,732	8,225,135	17-Jul-2012
Storage System Condition Indicator and Method	12/906,848	8,156,303	10-Apr-2012
Push-Push Eject Disk Drive Chassis	13/234,359	8,737,057	27-May-2014
Fast Cache Reheat	13/790,163	9,411,736	09-Aug-2016
System and Method for an Accelerator Cache Based on Memory Availability and Usage	13/798,911	9,411,736	09-Aug-2016
System And Method for an Accelerator Cache And Physical Storage Tier	15/200,456	9,940,023	10-Apr-2018

Trademarks:

Trademark	Owner	App. No.	Filing Date	Reg. No.	Reg. Date
BEYONDRAID	Drobo, Inc.	87437299	5/4/2017	5345942	11/28/2017
DROBO	Drobo, Inc.	77094862	1/30/2007	3458825	7/1/2008
ASSUREON	Nexsan Technologies Incorporated	78/658,769	27-Jun-2005	3,175,478	21-Nov-2006
ASSUREON (stylized)	Nexsan Technologies Incorporated	78/658,909	27-Jun-2005	3,175,479	21-Nov-2006
AutoMAID	Nexsan Technologies Incorporated	77/465,350	05-May-2008	3,709,663	10-Nov-2009

Trademark	Owner	App. No.	Filing Date	Reg. No.	Reg. Date
E (three horizontal lines design)	Nexsan Technologies Incorporated	85/139,885	28-Sep-2010	4,003,906	26-Jul-2011
E-CENTRE	Nexsan Technologies Incorporated	85/211,029	05-Jan-2011	4,094,613	31-Jan-2012
FASTIER	Nexsan Technologies Incorporated	85/338,153	04-Jun-2011	4,180,640	24-Jul-2012
NEXSAN	Nexsan Technologies Incorporated	77/666,170	09-Feb-2009	3,675,948	01-Sep-2009
NEXSAN (stylized)	Nexsan Technologies Incorporated	85/052,305	01-Jun-2010	3,982,616	21-Jun-2011
NEXSAN UNITY	Nexsan Technologies Incorporated	86/948,652	22-Mar-2016		
NST	Nexsan Technologies Incorporated	85/540,270	11-Feb-2012	4,243,620	13-Nov-2012
SASBEAST	Nexsan Technologies Incorporated	77/505,136	23-Jun-2008	3,775,512	13-Apr-2010
SASBOY	Nexsan Technologies Incorporated	77/505,120	23-Jun-2008	3,775,511	13-Apr-2010
SATABEAST	Nexsan Technologies Incorporated	78/698,045	23-Aug-2005	3,238,324	01-May-2007
STORCENTRIC	StorCentric, Inc.	88/150,304	10-Oct-2018	6,342,044	04-May-2021
UNITY	Nexsan Technologies Incorporated	86/948,640	22-Mar-2016		

Domain Names:

Entity	Domain Name	Registrar	Expiration Date
Drobo, Inc.	drobocare.com	GoDaddy	01/04/2027
Drobo, Inc.	drobocoin.com	GoDaddy	29/08/2023
Drobo, Inc.	drobocoin.info	GoDaddy	29/08/2023
Drobo, Inc.	drobocoin.io	GoDaddy	30/08/2023
Drobo, Inc.	drobocoin.net	GoDaddy	29/08/2023
Drobo, Inc.	drobocoin.org	GoDaddy	29/08/2023
Drobo, Inc.	drobocoins.com	GoDaddy	29/08/2023
Drobo, Inc.	drobocoins.org	GoDaddy	29/08/2023
Drobo, Inc.	drobovault.com	GoDaddy	04/09/2023
Drobo, Inc.	drobovault.info	GoDaddy	05/09/2023
Drobo, Inc.	drobovault.io	GoDaddy	05/09/2023
Drobo, Inc.	drobovault.net	GoDaddy	04/09/2023
Drobo, Inc.	drobovault.org	GoDaddy	05/09/2023
Drobo, Inc.	drobovault.us	GoDaddy	04/09/2023
Drobo, Inc.	datarobotics.org	Network Solutions	01/11/2023
Drobo, Inc.	drobo.org	Network Solutions	01/11/2023
Drobo, Inc.	drobo.com	Network Solutions	06/07/2027
Drobo, Inc.	datarobotics.com	Network Solutions	3/19/2023
Drobo, Inc.	drobostore.com	Network Solutions	3/16/2023
Drobo, Inc.	drobosucks.com	Network Solutions	07/06/2023
Drobo, Inc.	mydrobo.com	Network Solutions	07/06/2023
Drobo, Inc.	mydrobosucks.com	Network Solutions	07/06/2023
Drobo, Inc.	drobosshare.com	Network Solutions	01/07/2023
Drobo, Inc.	drobosshare.net	Network Solutions	01/07/2023
Drobo, Inc.	drobo.at	Network Solutions	11/12/2025
Drobo, Inc.	drobospace.com	Network Solutions	2/26/2023

Entity	Domain Name	Registrar	Expiration Date
Drobo, Inc.	beyondraid.com	Network Solutions	07/05/2024
Drobo, Inc.	drobocloud.com	Network Solutions	07/08/2024
Drobo, Inc.	drobobusiness.com	Network Solutions	1/28/2023
Drobo, Inc.	beyondraid.info	Network Solutions	9/26/2022
Drobo, Inc.	drobo.store	Network Solutions	06/06/2023
Drobo, Inc.	drobo.co.uk	nominet	04/12/2023
Nexsan Technologies, Inc.	assureon.biz	Network Solutions	31/07/2023
Nexsan Technologies, Inc.	assureon.com	Network Solutions	11/07/2023
Nexsan Technologies, Inc.	assureon.info	Network Solutions	01/08/2023
Nexsan Technologies, Inc.	assureon.net	Network Solutions	01/08/2023
Nexsan Technologies, Inc.	assureon.org	Network Solutions	01/08/2023
Nexsan Technologies, Inc.	nexsan.ca	Network Solutions	23/12/2022
Nexsan Technologies, Inc.	nexsan.co	Network Solutions	20/07/2023
Nexsan Technologies, Inc.	nexsan.com	Network Solutions	18/01/2023
Nexsan Technologies, Inc.	nexsan.info	Network Solutions	20/07/2023
Nexsan Technologies, Inc.	nexsan.us	Network Solutions	20/07/2023
Nexsan Technologies, Inc.	nxn.co	Network Solutions	20/07/2023
Nexsan Technologies, Inc.	nexsansupport.com	IONOS	02/04/2023
Nexsan Technologies, Inc.	vexata.com	GoDaddy	07/11/2023
Nexsan Technologies, Inc.	violin-memory.com	GoDaddy	25/09/2022
Nexsan Technologies, Inc.	violin-memory.net	GoDaddy	25/09/2023
Nexsan Technologies, Inc.	violin-systems.com	GoDaddy	25/04/2023
Nexsan Technologies, Inc.	violinmemory.com	GoDaddy	25/09/2022
Nexsan Technologies, Inc.	violinmemory.net	GoDaddy	25/09/2023
Nexsan Technologies, Inc.	violinsys.com	GoDaddy	07/06/2023
Nexsan Technologies, Inc.	violinsystems.com	GoDaddy	01/04/2023

Entity	Domain Name	Registrar	Expiration Date
Nexsan Technologies, Inc.	vmem.com	GoDaddy	20/02/2024
Nexsan Technologies, Inc.	x-io.org	GoDaddy	01/10/2022
Nexsan Technologies, Inc.	x-io.net	GoDaddy	01/10/2022
Nexsan Technologies, Inc.	x-io.com	GoDaddy	01/10/2022
Retrospect	retrospect.com	GoDaddy	3/21/2023
Retrospect	dantz.com	GoDaddy	8/20/0222
Retrospect	retrospectcloud.com	GoDaddy	4/17/2024
StorCentric	storcentric.biz	GoDaddy	01/05/2023
StorCentric	storcentric.co	GoDaddy	01/05/2023
StorCentric	storcentric.com	GoDaddy	01/05/2023
StorCentric	storcentric.de	GoDaddy	16/08/2022
StorCentric	storecentric.info	GoDaddy	01/05/2023
StorCentric	storecentric.io	GoDaddy	01/05/2023
StorCentric	storecentric.net	GoDaddy	01/05/2023
StorCentric	storecentric.org	GoDaddy	01/05/2023
StorCentric	storecentric.co	GoDaddy	16/08/2022
StorCentric	storecentric.de	GoDaddy	16/08/2022
StorCentric	storecentric.info	GoDaddy	16/08/2022
StorCentric	storecentric.net	GoDaddy	16/08/2022
StorCentric	storecentric.org	GoDaddy	16/08/2022
StorCentric	storcentricsupport.com	IONOS	10/21/2022
StorCentric	storcentriccloud.com	GoDaddy	4/17/2024