TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833861

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Skytap, Inc.		08/21/2023	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	FIRST-CITIZENS BANK & TRUST COMPANY
Street Address:	920 5th Avenue
Internal Address:	Suite 300
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Corporation: NORTH CAROLINA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	87610872	
Serial Number:	77978111	SKYTAP

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:	(619) 699-2708
Email:	christian.cruz@us.dlapiper.com
Correspondent Name:	DLA Piper LLP (US)
Address Line 1:	4365 Executive Drive
Address Line 2:	Suite 1100
Address Line 4:	San Diego, CALIFORNIA 92121

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	08/23/2023

Total Attachments: 9

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement ("Agreement") is entered into as of August 21, 2023 by and between SILICON VALLEY BANK, a division of FIRST-CITIZENS BANK & TRUST COMPANY (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)) ("Bank"), and SKYTAP, INC., a Delaware corporation ("Grantor"). This Agreement amends and restates and supersedes in its entirety that certain Intellectual Property Security Agreement, dated as of May 8, 2020 between Grantor and Bank.

RECITALS

A.   Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B.   Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1.   Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a)   Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b)   Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c)   Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d)   All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

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same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "Patents");

   (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on <u>Exhibit C</u> attached hereto (collectively, the "Trademarks");

   (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on <u>Exhibit D</u> attached hereto (collectively, the "Mask Works");

   (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

   (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

   (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

   (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

   2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

   3. <u>Authorization</u>. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

   4. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

   5. <u>Execution in Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to 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.

   6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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7. <u>Governing Law</u>. This Agreement and any claim, 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 and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

Skytap, Inc.
255 S. King St., Suite 800
Seattle, WA 98104
Attn: Brad Schick, CEO
Email: bschick@skytap.com

SKYTAP, INC.

By: _Barney Silver_

Name: Barney Silver

Title: Chief Financial Officer

BANK:

Address:

FIRST-CITIZENS BANK & TRUST COMPANY

(successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank))
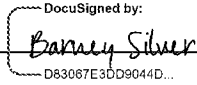
Silicon Valley Bank,
a division of First-Citizens Bank &Trust Company

920 5th Avenue, Suite 300
Seattle, WA 98104
Attn: Megan Manassero
Email: MManassero@svb.com

By: _Megan Manassero_

Name: Megan Manassero

Title: Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description	Registration/ Application Number	Registration/ Application Date
None.		

<u>EXHIBIT B</u>

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Multitenant hosted virtual machine infrastructure	10817318	10/27/20
Virtual gateway router	8621104	12/31/13
Virtual gateway router	9430260	08/30/16
Distributed service routing protocol suitable for virtual networks	10581720	03/03/20
Storage area network emulation	9798497	10/24/17
Multi-region virtual data center template	10050834	08/14/18
Multitenant hosted virtual machine infrastructure	9052933	06/09/15
Methods and systems for an intermediate graphical desktop sharing protocol	9383891	07/05/16
Methods and systems for an intermediate graphical desktop sharing protocol	10915218	02/09/21
Multi-region virtual data center template	16447053	06/20/19
Multitenant hosted virtual machine infrastructure	8972978	03/03/15
Multitenant hosted virtual machine infrastructure	8473627	06/25/13
Multitenant hosted virtual machine infrastructure	10127059	11/13/18
Multitenant hosted virtual machine infrastructure	8635351	01/21/14
Method, medium, and system for Multitenant hosted virtual machine infrastructure	9870238	01/16/18
Multitenant hosted virtual machine infrastructure	8473594	06/25/13
Methods and systems for an intermediate graphical desktop sharing protocol	10209850	02/19/19
Virtual gateway router	8601158	12/03/13
Multitenant hosted virtual machine infrastructure	9063763	06/23/15
Methods and systems for an intermediate graphical desktop sharing protocol	9939984	04/10/18
Storage area network emulation	10241724	03/26/19
Multi-region virtual data center template	10374891	08/06/19
Virtual gateway router	8478902	07/02/13

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| Distributed service routing protocol suitable for virtual networks | 9294384 | 03/22/16 |
| Distributed service routing protocol suitable for virtual networks | 10122613 | 11/06/18 |

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<u>EXHIBIT C</u>

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
[DESIGN ONLY]	87610872	09/15/17
SKYTAP	77978111	03/18/08

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<u>EXHIBIT D</u>

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None.		