

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM845901

<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>
SCALE COMPUTING, INC.		04/03/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PACIFIC WESTERN BANK		
<b>Street Address:</b>	555 S. MANGUM STREET, SUITE 1000		
<b>City:</b>	DURHAM		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27701		
<b>Entity Type:</b>	STATE-CHARTERED BANK: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6493540	HC3 CLOUD UNITY	
<b>Registration Number:</b>	4450405	HC3	
<b>Registration Number:</b>	3786454	SCALE COMPUTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9193141278		
<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>	919-314-3114		
<b>Email:</b>	diligencereview@pacwest.com		
<b>Correspondent Name:</b>	PACIFIC WESTERN BANK		
<b>Address Line 1:</b>	555 S. MANGUM STREET		
<b>Address Line 2:</b>	SUITE 1000		
<b>Address Line 4:</b>	DURHAM, NORTH CAROLINA 27701		
<b>NAME OF SUBMITTER:</b>	NICHOLAS NANCE		
<b>SIGNATURE:</b>	/NICHOLAS NANCE-JLT/		
<b>DATE SIGNED:</b>	10/13/2023		
<b>Total Attachments: 7</b>			
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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of April 3, 2023 by and between **PACIFIC WESTERN BANK**, a California state-chartered bank ("**Bank**"), and **SCALE COMPUTING, INC.**, a Delaware corporation ("**Grantor**").

### **RECITALS**

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

**B.** Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

**C.** 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 and performance when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under all of its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto) and all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the

exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in the Intellectual Property Collateral in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

The terms of Sections 12.6 (**Counterparts; Electronic Transmission; Electronic Signatures**) and 12.9 (**E-Systems**) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

**SIGNATURE PAGE FOLLOWS**

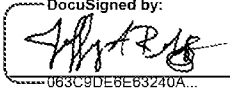
**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

**SCALE COMPUTING, INC.**

525 S. Meridian Street  
Suite 3E  
Indianapolis, IN 46225

By:  \_\_\_\_\_  
U63C9DE8E83240A...

Name: Jeff Ready

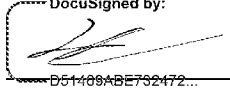
Title: Chief Executive Officer

**BANK:**

Address of Bank:

**PACIFIC WESTERN BANK**

555 S. Mangum Street, Suite 1000  
Durham, NC 27701  
Attn: Legal Department

By:  \_\_\_\_\_  
D51409ABE752472...

Name: Jack McNamara

Title: Vice President

**EXHIBIT A**  
**COPYRIGHTS**

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

**EXHIBIT B****PATENTS**

<b><u>Description</u></b>	<b><u>Patent Application No./Issued Patent No.</u></b>	<b><u>Application/Issue Date</u></b>
Management of block storage devices based on access frequency wherein migration of block is based on maximum and minimum heat values of data structure that maps heat values to block identifiers, said block identifiers are also mapped to said heat values in first data structure	10740016	2020-08-11
Task dispatcher for block storage devices	10176023	2019-01-08
DATA PROTECTION IMPLEMENTATION FOR BLOCK STORAGE DEVICES	20170351447 (App 15173256)	ABANDONED AS OF 7-21-22
Placement engine for a block device	9740627	2017-08-22
Shared reference counters among a plurality of virtual storage devices	9436386 (App 14318414)	2016-09-06
Efficient migration of virtual storage devices to a remote node using snapshots	9542108	2017-01-10
Zero memory buffer copying in a reliable distributed computing system	11169708	2021-11-09
Distributed test suite tools	11036603	2021-06-15
Metadata caches in a reliable distributed computing system	10712952	2020-07-14
Distributed dynamic system configuration	9847906	2017-12-19
Virtual devices in a reliable distributed computing system	10509662	2019-12-17
Remote access latency in a reliable distributed computing system	10120594	2018-11-06
Zero memory buffer copying in a reliable distributed computing system	10089011	2018-10-02
Method of manufacturing semiconductor device, substrate processing apparatus, and recording medium	9536734	2017-01-03
Virtual machine resource display	10019287	2018-07-10
Virtual machine automated selection	10430216	2019-10-01

Placement engine for a block device	9348526	2016-05-24
Distributed dynamic system configuration	8949305	2015-02-03
Techniques for distributing tests and test suites across a network	9104651	EXPIRED 9-18-23
Condition Detection and Reporting in Complex Systems	8639971	2014-01-28
Resource Management in a virtual machine cluster	9928092	2018-03-27
Metadata caches in a reliable distributed computing system	9830090	EXPIRED 1-3-22
Recovery after data loss in a reliable distributed computing system	9703655	2022-10-19
Transferring virtual machines and resource localization in a distributed fault-tolerant system	9077665	EXPIRED 8-12-19



**EXHIBIT C**  
**TRADEMARKS**

<b><u>Description</u></b>	<b><u>Registration/Serial Number</u></b>	<b><u>Registration/ Application Date</u></b>
CLOUD UNITY	87624706 DEAD	2017-09-27
HC3 CLOUD UNITY	6493540 87624701	2021-09-21 2017-09-27
HC3	4450405 85867503	2013-12-17 2013-03-05
SCALE COMPUTING	3786454 77818553	2010-05-04 2009-09-02