

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geminare Incorporated		09/28/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road, MC/7578		
Internal Address:	Attn: National Documentation Services		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85019109	GEMINARE	
Serial Number:	77617467	POWERED BY GEMINARE	
Serial Number:	85612445	RECOVERY AS A SERVICE	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA PIPER LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	329034-559		
NAME OF SUBMITTER:	Troy Zander		

CH \$90.00 85019109

Signature:	/s/ Troy Zander
Date:	10/19/2012
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 28, 2012 by and between COMERICA BANK ("Bank") and GEMINARE INCORPORATED, a corporation incorporated under the laws of the Province of Ontario ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to Grantor in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated as of September 28, 2012 (as the same may be amended, modified or supplemented from time to time, 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 conditions, among others, that Grantor shall grant to Bank a security interest, pursuant to that certain Security Agreement executed by and between Bank and Grantor as of even date herewith (the "Security Agreement), in certain Collateral including Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Security 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 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 Grantor and Bank, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation 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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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 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.

All covenants, representations and warranties made in this Intellectual Property Security Agreement shall continue in full force and effect so long as any Obligations (as such term is defined in the Loan Agreement, but

other than in respect of contingent indemnification and expense reimbursement obligations) remain outstanding or Bank has any obligation to make Credit Extensions to Grantor. Notwithstanding any provision in this Intellectual Property Security Agreement to the contrary, upon payment in full of the Obligations (other than in respect of contingent indemnification and expense reimbursement obligations) and the termination of the Loan Agreement, Bank shall, upon Grantor's written request, terminate the security interest granted hereby and of record and all rights to the Collateral shall revert to Grantor. Upon such termination, Bank shall, at Grantor's expense, execute and deliver to such parties such documents as they may reasonably request to evidence such termination and shall return to Grantor any Collateral in Bank's possession

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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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.

Address of Grantor:

277 Richmond Street West
Toronto, Ontario M5V 1X1
Attn: Chief Executive Officer

GRANTOR:

GEMINARE INCORPORATED

By: _____

Title: _____

BANK:

COMERICA BANK

By: _____

Title: _____

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

[Signature Page to Intellectual Property Security Agreement]

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329034-000559

TRADEMARK
REEL: 004885 FRAME: 0235

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
System and Method for providing data and application continuity in a computer system	13364394	2/2/12
System and Method for providing data and application continuity in a computer system	8,135,838	3/13/12

[Signature Page to Intellectual Property Security Agreement]

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TRADEMARK
REEL: 004885 FRAME: 0237

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
GEMINARE	85019109	4/21/10
POWERED BY GEMINARE	77617467	11/19/08
RECOVERY AS A SERVICE	85612445	4/30/12

[Signature Page to Intellectual Property Security Agreement]

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