

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vertiscale, Inc.		06/03/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Austin Ventures X, L.P.		
Street Address:	300 West Sixth Street		
Internal Address:	Suite 2300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86178371	GOLD IMAGE FACTORY	
Registration Number:	4611405	BRIDGEPOINT	
Registration Number:	4571608	VIRTUAL BRIDGES	
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>			
Email:	shill@velaw.com		
Correspondent Name:	Sean M. Hill		
Address Line 1:	1001 Fannin Street, Suite 2500		
Address Line 2:	Vinson & Elkins LLP		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	VER650.26000		
NAME OF SUBMITTER:	Sean M. Hill		
SIGNATURE:	/Sean M. Hill/		
DATE SIGNED:	06/03/2015		
Total Attachments: 7			
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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 3, 2015, is entered into by Vertiscale, Inc., a Delaware corporation (the "Grantor") and Austin Ventures X, L.P., a Delaware limited partnership ("Lender"). Capitalized terms not otherwise defined herein have the meanings set forth in the Note Purchase and Security Agreement dated as of May 22, 2015 between the Grantor and Lender (as amended, restated or otherwise modified from time to time, the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Lender a continuing security interest in all presently existing and after acquired right, title, interest, claims and demands of the Grantor in all of its assets and property, real and personal, including, without limitation, the following presently-owned and after-acquired personal property and the proceeds and products thereof: (A) accounts, (B) accessions, (C) chattel paper (both tangible and electronic), (D) commercial tort claims, (E) commodity accounts, (F) commodity contracts, (G) deposit accounts, (H) documents, (I) equipment, (J) financial assets, (K) fixtures, (L) general intangibles, (M) goods, (N) intellectual property (including, without limitation, any source code or software code), (O) instruments, (P) inventory, (Q) investment property, (R) letters of credit, (S) letters of credit rights, (T) payment intangibles, (U) permits, (V) health care insurance receivables, (W) notes, (X) promissory notes, (Y) securities (certificated and uncertificated), (Z) securities accounts, (AA) securities entitlements, (AB) software (including, without limitation, any source code or software code), (AC) supporting obligations, (AD) collateral records, (AE) insurance, and (AF) money (as each such term may be defined in the Uniform Commercial Code in effect in the State of Delaware as of the date thereof) (collectively, the "Collateral");

WHEREAS, the Collateral includes any trademark and service mark registrations and applications for registration thereof and all extensions and renewals of any of the foregoing (collectively, the "Trademarks") whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule 1 (the "Secured Trademarks"); and

WHEREAS, the Collateral includes patents and all registrations and recordings thereof and applications in connection therewith and all extensions and renewals of any of the foregoing (collectively, the "Patents") whether now owned or existing or hereafter acquired or arising and wherever located, including the Patents listed on Schedule 2 (the "Secured Patents").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

1. Grant of Security Interest.

(a) The Grantor hereby grants the Lender a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all the Secured

Trademarks and the Secured Patents, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Security Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Lender may modify this Agreement, after obtaining the Grantor's approval of or signature to such modification, by amending Schedule 1 or Schedule 2 to include reference to any right, title or interest in any existing Trademarks or Patents or any Trademarks or Patents acquired or developed by the Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks or Patents in which the Grantor no longer have or claim any right, title or interest.

3. Governing Law.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE AND, TO THE EXTENT CONTROLLING, LAWS OF THE UNITED STATES OF AMERICA, EXCEPT TO THE EXTENT THAT THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL IS LOCATED NECESSARILY GOVERNS THE VALIDITY, PERFECTION, PRIORITY AND ENFORCEABILITY, AND THE EXERCISE OF ANY REMEDIES WITH RESPECT TO ANY LIEN OR SECURITY INTEREST INTENDED TO BE CREATED OR GRANTED HEREBY ON COLLATERAL LOCATED IN SUCH STATE.

4. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Lender and the Grantor and their respective successors and assigns. The Grantor shall not, without the prior written consent of the Lender given in accordance with the Security Agreement, assign any right, duty or obligation hereunder.

5. Counterparts.

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and Lender have caused this Agreement to be duly executed and delivered as of the date first above written.

VERTISCALE, INC., a Delaware corporation

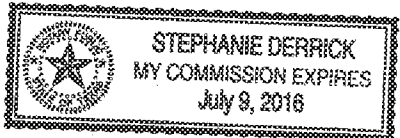
By: CAO
Name: CHRISTOPHER PACITI
Title: CEO

STATE OF TEXAS)
)
COUNTY OF Travis)

The foregoing instrument was acknowledged before me this 3 day of June, 2015, by Christopher Pacitti, as an authorized officer of Vertiscale, Inc., a Delaware corporation.

Stephanie Derpick
Notary Public for Texas
My Commission Expires July 9, 2016

[NOTARIAL SEAL]



AUSTIN VENTURES X, L.P., a Delaware limited partnership

By: AV Partners X, L.P., its General Partner

By: AV Partners X, LLC, its General Partner

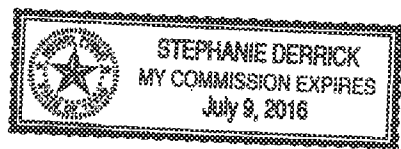
By: [Signature]
Name: CHRISTOPHER PACITTI
Title: GENERAL PARTNER

STATE OF TEXAS)
)
COUNTY OF Travis)

The foregoing instrument was acknowledged before me this 2 day of June, 2015, by Christopher Pacitti, as an authorized officer of AV Partners X, LLC.

Stephanie Derrick
Notary Public for Texas
My Commission Expires 7.9.2016

[NOTARIAL SEAL]



SCHEDULE 1

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registered/ [Filed]/(Renewed)</u>	<u>Registration/Serial No.</u>
United States	Gold Image Factory	[January 29, 2014]	86178371
United States	Bridgepoint	September 23, 2014 / [December 30, 2013]	4611405 / 86154385
United States	VIRTUAL BRIDGES	July 22, 2014 / [November 27, 2013]	4571608 / 86130788

SCHEDULE 1

TRADEMARK
REEL: 005544 FRAME: 0870

SCHEDULE 2

<u>Jurisdiction</u>	<u>Title</u>	<u>Date Issued/ (Date Filed)</u>	<u>Patent No./ (Patent Application No.)</u>
United States	METHODS AND SYSTEMS FOR DYNAMICALLY SPECIALIZING AND RE-PURPOSING COMPUTER SERVERS IN AN ELASTICALLY SCALING CLOUD COMPUTING INFRASTRUCTURE	(September 25, 2013)	(20150089062)
United States	SYSTEM, METHOD, AND COMPUTER READABLE MEDIUM FOR IMPROVING VIRTUAL DESKTOP INFRASTRUCTURE PERFORMANCE	(September 30, 2011)	(20130086579)

SCHEDULE 2