

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tandberg Data Holdings S.A. R.L.		09/16/2016	Private Limited Liability Company: LUXEMBOURG
RECEIVING PARTY DATA			
Name:	FBC Holdings S.A. R.L.		
Street Address:	46A, avenue J.F. Kennedy		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-1855		
Entity Type:	Private Limited Liability Company: LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3118065	RDX	
Serial Number:	86506117	RDX+	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
	<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>		
Phone:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	Matthe P. Frederick, Reed Smith LLP		
Address Line 1:	1717 Arch Street		
Address Line 2:	Three Logan Square, Suite 3100		
Address Line 4:	Philadlephia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Matthew P. Frederick		
SIGNATURE:	/Matthew P. Frederick/		
DATE SIGNED:	09/22/2016		
Total Attachments: 14			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated as of September 16, 2016, is made by **TANDBERG DATA HOLDINGS S.À R.L.** a private limited liability company (*société à responsabilité limitée*) incorporated in the Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés*), whose registered office is at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg (“*TDH*” or *Grantor*”) in favor of **FBC HOLDINGS S.À R.L.**, a private limited liability company (*société à responsabilité limitée*) incorporated in the Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés*), whose registered office is at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg (“*Lender*”) as Lender under that certain Term Loan Agreement dated as of the date hereof between Sphere 3D Corp. and the Lender (as amended and restated, supplemented or otherwise modified from time to time, the “*Term Loan Agreement*”). Terms defined in the Term Loan Agreement and not otherwise defined herein are used herein as defined in the Term Loan Agreement.

WHEREAS, as a condition precedent to the making of the Loan by Lender under the Term Loan Agreement, TDH has executed and delivered that certain Charge Over IP dated as of the date hereof between TDH and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Charge Over IP*”).

WHEREAS, under the terms of the Charge Over IP, TDH has granted a security interest in certain of its intellectual property to the Lender, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Grant of Security. TDH hereby grants to the Lender a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(i) the United States, international and foreign patents, patent applications and patent licenses set forth in **Schedule A** hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement (each such supplement, an “*IP Security Agreement Supplement*”), executed and delivered by TDH to the Lender from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in **Schedule B** hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by TDH to the Lender from time to time) (the “*Trademarks*”);

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in **Schedule C** hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by TDH to the Lender from time to time) (the “*Copyrights*”);

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

Notwithstanding the foregoing, however, the Collateral shall not include any intent-to-use trademarks, prior to the filing of a "Statement of Use" with respect thereto if and solely to the extent that (and so long as) any such intent-to-use trademark application would be rendered void by the attachment or creation of a security interest in the right, title or interest of TDH therein).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by TDH under this IP Security Agreement secures the payment of the Secured Liabilities (as defined in the Charge Over IP) now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest (including any interest that accrues after the commencement of bankruptcy), premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Application of Proceeds. Any proceeds shall be applied in accordance with the terms of the Charge over IP.

SECTION 4. Recordation. TDH authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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 agreement.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Charge Over IP. TDH hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in the Charge Over IP, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the Charge Over IP and this IP Security Agreement, the provisions of the Charge Over IP shall control.

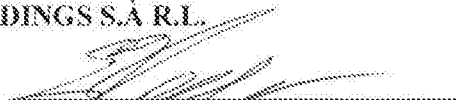
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed and delivered as follows:

TANDBERG DATA HOLDINGS S.À R.L.


Manager A


.....
(Signature)

Name

Eric Kelly

Manager A


.....
(Signature)

Name

Kurt Kaibfleisch

FBC HOLDINGS S.À R.L.

Manager A

.....
(Signature)

Name

.....

Manager B

.....
(Signature)

Name

.....

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed and delivered as follows:

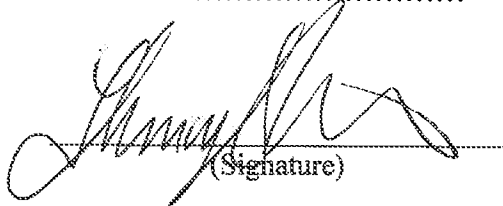
FBC HOLDINGS S.À R.L.

Manager A

(Signature)

Name

Manager B

.....

.....
(Signature)

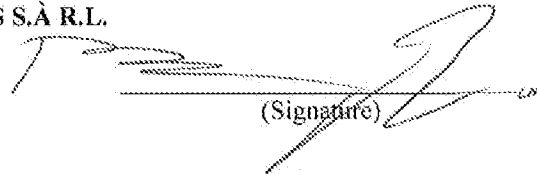
Name

Cyans Capital Partners, L.P, solely
in its capacity as Manager B of
FBC Holdings, S.à R.l

IN WITNESS WHEREOF, the parties have caused this IP Security Agreement to be duly executed and delivered as follows:

FBC HOLDINGS S.À R.L.

Manager A



(Signature)

Name

Manager (Luxembourg) S.A., represented by Patrick van Dorsselaer & Sébastien Kuntzinger

Manager B

(Signature)

Name

.....

[US IP Security Agreement by TANDBERG DATA HOLDINGS S.À R.L.]

SCHEDULE I

RDX - U.S. Patents and Applications

	Title	US App. No. Filing Date	US Pat. No. Issue Date
1.	Data Storage Cartridge with Optical Waveguide	12/117507 05/08/2008	8,060,893 11/15/2011
2.	Removable Cartridge Storage Devices and Methods	11/121760 05/03/2005	8,127,068 02/28/2012
3.	Data Replication Systems and Methods	11/122322 05/03/2005	8,019,908 09/13/2011
4.	Extendable Virtual Autoloader Systems and Methods	11/274756 11/14/2005	7,417,819 08/26/2008
5.	Archival Cartridge Management System with Auto-refresh	11/266868 11/03/2005	7,246,210 07/17/2007
6.	Adaptive Archival Format	11/194137 07/28/2005	7,533,323 05/12/2009
7.	Secure Data Cartridge	11/266806 11/03/2005	7,493,494 02/17/2009
8.	Secure Data Cartridge	12/371407 02/13/2009	8,230,230 07/24/2012

	Title	US App. No. Filing Date	US Pat. No. Issue Date
9.	Removable Data Cartridge	11/4/70199 09/05/2006	7,907,366 03/15/2011
10.	Removable Data Cartridge	29/241308 10/25/2005	D560666 01/29/2008
11.	Data Cartridge with Electrostatic Discharge Protection	11/332590 01/12/2006	7,573,705 08/11/2009
12.	Removable Cartridge Identification System	11/279083 04/07/2006	7,694,884 04/13/2010
13.	Hard Drive Cartridge Protection	11/865473 10/01/2007	7,612,994 11/03/2009
14.	Virtual Removable Disk Device for Removable Storage Media	12/901394 10/08/2010	8,590,060 11/19/2013
15.	Methods for Implementation of Data Formats on a Removable Disk Drive Storage System	12/984550 01/04/2011	8,156,292 04/10/2012
16.	Removable Storage System for Server Bay	13/038594 03/02/2011	8,582,286 11/12/2013

RDX - Non-U.S. Patents and Applications

	Title	Non-US App. No. Filing Date	Non-US Pat. No. or Pub. No. Issue Date	Country
1.	Removable Cartridge Storage Devices and Methods	EP05761537.9 06/15/2005	EP1782216 05/09/2009	Europe
2.	Removable Cartridge Storage Devices and Methods	DE05761537.9 06/15/2005	DE602005016430.8 09/02/2009	Germany
3.	Removable Cartridge Storage Devices and Methods	FR05761537.9 06/15/2005	FR1782216 09/02/2009	France
4.	Removable Cartridge Storage Devices and Methods	GB05761537.9 06/15/2005	GB1782216 09/02/2009	United Kingdom
5.	Extendable Virtual Autoloader Systems and Methods	EP05823252.1 11/15/2005	EP1820189 09/15/2010	Europe
6.	Extendable Virtual Autoloader Systems and Methods	DE05823252.1 11/15/2005	DE602005023644.9 09/15/2010	Germany
7.	Extendable Virtual Autoloader Systems and Methods	FR05823252.1 11/15/2005	FR1820189 09/15/2010	France
8.	Extendable Virtual Autoloader Systems and Methods	GB05823252.1 11/15/2005	GB1820189 09/15/2010	United Kingdom

	Title	Non-US App. No. Filing Date	Non-US Pat. No. or Pub. No. Issue Date	Country
9.	Secure Data Cartridge	CN200680040696.4 10/24/2006	CN101507224 08/12/2009	China
10.	Secure Data Cartridge	EP06826760.8 10/24/2006	EP1946209 07/23/2008	Europe
11.	Secure Data Cartridge	JP20080538925T 10/24/2006	JP2009516871 04/23/2009	Japan
12.	Secure Data Cartridge	BR P10617922-3 10/24/2006		Brazil
13.	Removable Data Cartridge	EP06803337.2 09/11/2006	EP1941510 07/09/2008	Europe
14.	Removable Data Cartridge	JP20080537708T 09/11/2006	4950209 03/16/2012	Japan
15.	Removable Data Cartridge	BR P10617164-8 09/11/2006		Brazil
16.	Removable Data Cartridge	CN200680039659.1 09/11/2006	200680039659.1 6/12/2013	China
17.	Removable Data Cartridge	CN200630014331.7 04/25/2006	ZL200630014331.7 08/01/2007	China
18.	Removable Data Cartridge	EP000517776 04/25/2006	EP000517776 04/25/2006	Europe
19.	Removable Data Cartridge	IN204161 04/24/2006	IN204161 04/24/2006	India
20.	Removable Data Cartridge	KR2006-15369 04/25/2006	KR443010 03/05/2007	Korea

	Title	Non-US App. No. Filing Date	Non-US Pat. No. or Pub. No. Issue Date	Country
21.	Removable Data Cartridge	TW95302168 04/25/2006	TWD125748 11/01/2008	Taiwan
22.	Removable Data Cartridge	JP2006-10565 04/24/2006	JP1317056 11/09/2007	Japan
23.	Data Cartridge with Electrostatic Discharge Protection	CN200780002087.4 01/09/2007	CN101379452 03/04/2009	China
24.	Data Cartridge with Electrostatic Discharge Protection	EP07716463.0 01/09/2007	EP1971906 02/23/2011	Europe
25.	Data Cartridge with Electrostatic Discharge Protection	JP20080550369T 01/09/2007	5313691 07/12/2013	Japan
26.	Removable Cartridge Identification System	EP07105898.6 04/10/2007	EP1843345 10/10/2007	Europe
27.	Methods for Implementation of Data Formats on a Removable Disk Drive Storage System	EP08104687.2 07/09/2008	EP2017749 01/21/2009	Europe
28.	Methods for Implementation of Data Formats on a Removable Disk Drive Storage System	CN200810126872.7 07/10/2008	CN101625623 01/13/2010	China
29.	Virtual Removable Disk Device for Removable Storage Media	2011311836 04/06/2013	2011311836 08/13/2015	Australia

	Title	Non-US App. No. Filing Date	Non-US Pat. No. or Pub. No. Issue Date	Country
30.	Virtual Removable Disk Device for Removable Storage Media	201180056829.8 05/24/2013		China
31.	Virtual Removable Disk Device for Removable Storage Media	11831716.3 03/28/2013		Europe
32.	Virtual Removable Disk Device for Removable Storage Media	2013-532993 04/05/2013	5917531 04/15/2016	Japan

RDX Trademarks

	TRADEMARK	COUNTRY	CLASSES)	APPL. NO FILING DATE	REG. NO. ISSUE DATE
1.	RDX	Australia	9	1051591 04/19/2005	1051591 11/28/2005
2.	RDXPRO	Australia	9	1078461 10/04/2005	1078461 04/18/2006
3.	RDXPRESS	Australia	9	1102603 03/08/2006	1102603 07/10/2006
4.	rdx	Brazil	9	828796629 10/16/2006	828796629 8/11/2009
5.	RDX	Canada		1288398 02/02/2006	TMA723417 09/11/2008
6.	rdx	China	9	4643019 05/08/2005	4643019 2/21/08
7.	RDXPRO	China	9	4934078 10/09/2005	4934078 9/7/2008
8.	RDXPRESS	China	9	5280511 04/11/2006	5280511 04/28/2009
9.	RDX	European Union	9	4395208 04/19/2005	4395208 02/28/2006
10.	RDXPRO	European Union	9	004665998 10/04/2005	4665998 07/27/2006
11.	RDXPRESS	European Union	9	004947479 03/08/2006	004947479 02/06/2007
12.	RDX	India	9	1352452 04/21/2005	1352452 03/25/2008
13.	RDXPRO	India	9	1394401 10/25/2005	1394401 01/22/2008
14.	rdx	Japan	9	2005-35672 04/21/2005	4912026 12/02/2005

	TRADEMARK	COUNTRY	CLASSES	APPL. NO FILING DATE	REG. NO. ISSUE DATE
15.	RDXPRO	Japan	9	2006-17023 02/27/2006	4958453 06/02/2006
16.	RDXPRESS	Japan	9	2006-27498 03/28/2006	4974625 07/28/2006
17.	rdx	Korea (South)	9	2006-13716 03/16/2006	40-0748097 05/28/2008
18.	RDXPRESS	Korea (South)	9	2006-13715 03/16/2006	40-689979 12/14/2006
19.	RDXPRO	Korea (South)	9	2006-13717 03/16/2006	690809 12/21/2006
20.	RDX	Norway	9	200602425 03/08/2006	235202 09/29/2006
21.	RDXPRO	Norway	9	200602424 03/08/2006	235201 09/29/2006
22.	RDXPRESS	Norway	9	200602423 03/08/2006	235688 10/18/2006
23.	RDX	Taiwan	9	095006120 02/10/2006	01230617 10/01/2006
24.	RDXPRO	Taiwan	9	095006121 02/10/2006	01230618 10/01/2006
25.	RDXPRESS	Taiwan	9	095015503 03/29/2006	01243716 01/01/2007
26.	RDX	US	9	78/410281 04/29/2004	3118065 07/18/2006
27.	RDX +	US	9	86/506117 01/16/2015	

RDX Domain Names

rdxalliance.com	rdxalliance.org	rdx-backup.com	rdx-cartridge.com
rdxdatacartridge.com	rdxdatastorage.com	rdxdisk.com	rdxdiskstorage.com
rdxstorage.com	rdxstorage.org	rdx-storage.com	rdx-technology.com
rdxstoragesystems.com	rdxsystems.com	rdxtechnology.com	

TRADEMARK

REEL: 005883 FRAME: 0235

RECORDED: 09/22/2016