

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WANDISCO, INC.		09/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC BANK PLC		
Street Address:	City Point, 29 King Street		
City:	Leeds		
State/Country:	ENGLAND		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4970417	WANDISCO	
Registration Number:	4864606	WANDISCO FUSION	
Registration Number:	4716908	NON-STOP NAMENODE	
Registration Number:	4441602	SMARTSVN	
Registration Number:	4290134	WE MAKE SOFTWARE POSSIBLE	
Registration Number:	4290133	WE MAKE SOFTWARE HAPPEN	
Registration Number:	4286657	UBERAPPS	
Registration Number:	4242520	UBERSVN	
Registration Number:	3795992	WANDISCO	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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:	415-268-7000		
Email:	ksamia@mofo.com		
Correspondent Name:	Jennifer Lee Taylor		
Address Line 1:	425 Market Street		
Address Line 2:	c/o Morrison & Foerster LLP		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	56737-36		
NAME OF SUBMITTER:	Jennifer Lee Taylor		

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SIGNATURE:	/JLT2/
DATE SIGNED:	09/27/2016
Total Attachments: 9 source=1 - WANdisco - Security Agreement#page1.tif source=1 - WANdisco - Security Agreement#page2.tif source=1 - WANdisco - Security Agreement#page3.tif source=1 - WANdisco - Security Agreement#page4.tif source=1 - WANdisco - Security Agreement#page5.tif source=1 - WANdisco - Security Agreement#page6.tif source=1 - WANdisco - Security Agreement#page7.tif source=1 - WANdisco - Security Agreement#page8.tif source=1 - WANdisco - Security Agreement#page9.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 23, 2016, is made between WANDISCO, INC., a Delaware corporation (the "Grantor"), and HSBC BANK PLC (the "Lender").

WANDISCO PLC, a company incorporated under the laws of Jersey with company number 110497 (the "Company"), certain subsidiaries of the Company named therein as original guarantors (each an "Original Guarantor" and, collectively, the "Original Guarantors") (including the Grantor), and the Lender are parties to a Multicurrency Revolving Facility Agreement dated August 4, 2014, as amended by an Amendment Agreement, dated as of September 23, 2016 (as further amended, modified, renewed or extended from time to time, the "Facility Agreement"). In connection therewith, pursuant to the Security Agreement, dated as of September 16, 2014 (as amended, modified, renewed or extended from time to time, the "Security Agreement"), between the Grantor and the Lender, Grantor has granted to the Lender a security interest in all of Grantor's present and future assets, including the intellectual property identified below, to secure the Secured Obligations. To supplement Lender's security interest in such intellectual property pursuant to the Security Agreement, Grantor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

(b) Interpretation. The rules of interpretation set forth in Clause 1.2 of the Facilities Agreement shall be applicable to this Agreement and are incorporated herein by this reference. Additionally, in this Agreement, except to the extent the context otherwise requires: (i) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (ii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iii) any table of contents, captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; and (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, the Grantor hereby grants, assigns, and conveys to the Lender a security interest in all of the Grantor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Grantor now has or

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hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Grantor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement. The rights and remedies of the Lender with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of

this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Lender with respect to any such new trademarks or patents, or renewal or extension of any trademark registration. Without limiting the Grantor's obligation under this Section 4, the Grantor authorizes the Lender to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

SECTION 5 Further Acts. On a continuing basis, the Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be reasonably requested by the Lender to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor's compliance with this Agreement or to enable the Lender to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Lender may record this Agreement, an abstract thereof, or any other document describing the Lender's interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Grantor.

SECTION 6 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Grantor, the Lender, the other Secured Parties and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 7 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.

SECTION 8 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Facilities Agreement.

SECTION 9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

SECTION 10 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so

executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

WANDISCO, INC.

By: 

Title: CEO
DAVID RICHARDS

Address:

SOOD EXECUTIVE PARKWAY
SAN RAMON CA
94583 USA

Attn: DAVID RICHARDS

Fax No.:

Email: DAVID.RICHARDS@WANDISCO.COM

THE LENDER

HSBC BANK PLC

By: _____

Title:

Address:

Attn: _____

Fax No.: _____

Email: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

THE GRANTOR

WANDISCO, INC.

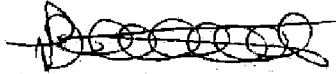
By: _____
Title:

Address:

Attn: _____
Fax No.: _____
Email: _____

THE LENDER

HSBC BANK PLC

By:  _____
Title:

Address:
CITY POINT
2A KING STREET
LEEDS

Attn: PETER HENWELL
Fax No.: _____
Email: _____

SCHEDULE A
to the Patent and Trademark Security Agreement

PATENTS AND PATENT APPLICATIONS

Grantor	Jurisdiction	Application / Patent No.	Filing / Issue Date	Title
WANdisco, Inc.	US	11/329,996 8,364,633	1/11/2006 1/29/2013	Distributed Computing Systems and System Components Thereof
WANdisco, Inc.	US	12/069,986	2/13/2008	Method for managing proposals in a distributed computing system
WANdisco, Inc.	US	13/835,888 9,264,516	3/15/2013 2/16/2016	Methods, Devices and Systems Enabling a Secure and Authorized Induction of a Node Into a group of Nodes In a Distributed Computing System
WANdisco, Inc.	US	15/004,144	1/22/2016	Methods, devices and systems enabling a secure and authorized induction of a node into a group of nodes in a distributed computing environment
WANdisco, Inc.	PCT	PCT/US2013/063422 (WO2014105247)	10/04/2013	Induction of a Node Into A Group
WANdisco, Inc.	US	13/837,366 9,332,069	3/15/2013 5/3/2016	Methods, Devices and Systems for Initiating, Forming and Joining Memberships in Distributed Computing Systems
WANdisco, Inc.	US	15/071,447	3/16/2016	Methods, Devices and Systems for Initiating, Forming and Joining Memberships in Distributed Computing Systems
WANdisco, Inc.	PCT	PCT/US2013/63454 (WO2014105248)	10/04/2013	Joining Memberships in Distributed Computing Systems
WANdisco, Inc.	US	13/838,639 9,009,215	3/15/2013 4/14/2015	Methods, Devices and Systems for Dynamically Managing Memberships in Replicated State Machines Within a Distributed Computing Environment
WANdisco, Inc.	US	14/464,030 9,154,553	8/20/2014 10/6/2015	Methods, Devices and Systems for Dynamically Managing Memberships in Replicated State Machines Within a Distributed Computing Environment
WANdisco, Inc.	US	14/873,631	10/2/2015	Methods, Devices and Systems for Dynamically Managing Memberships in Replicated State Machines Within a Distributed Computing Environment
WANdisco, Inc.	US	PCT/US14/10451 (WO2014149145)	1/07/2014	Dynamically Managing Memberships in Replicated State Machines Within a Distributed Computing Environment
WANdisco, Inc.	US	14/013,948 9,361,311	8/29/2013 6/7/2016	Distributed File System Using Consensus Nodes
WANdisco, Inc.	US	14/041,894 9,424,272	9/30/2013 8/23/2016	Distributed File System Using Consensus Nodes
WANdisco, Inc.	US	14/815,787	7/31/2015	Distributed File System Using Consensus Nodes


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<u>Granlor</u>	<u>Jurisdiction</u>	<u>Application / Patent No.</u>	<u>Filing / Issue Date</u>	<u>Title</u>
WANdisco, Inc.	US	15/149,850	5/9/2016	Distributed File System Using Consensus Nodes
WANdisco, Inc.	US	PCT/US14/53404 (WO2015031755)	8/29/2014	Distributed File System Using Consensus Nodes
WANdisco, Inc.	US	14/231,311	3/31/2014	Geographically-Distributed File System Using Coordinated Namespace Replication Over A Wide Area Network
WANdisco, Inc.	US	PCT/US15/18680 (WO2015153045)	3/4/2015	Geographically-Distributed File System Using Coordinated Namespace Replication
WANdisco, Inc.	US	14/209,454	3/13/2014	Systems and Methods for Implementing Distributed Databases Using Many-Core Processors

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SCHEDULE B
to the Patent and Trademark Security Agreement

**U.S. TRADEMARKS AND PENDING U.S. TRADEMARK APPLICATIONS
OF THE GRANTOR**

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
ATDR	87133451	08/10/16		
ADR	87133429	08/10/16		
	86309942	06/14/14		
WANDISCO	86643086	05/24/15	4970417	05/31/16
DATA ALWAYS	86717316	08/06/15		
WANDISCO FUSION	86554667	03/05/15	4864606	12/01/15
NON-STOP NAMENODE	85818958	01/09/13	4716908	04/07/15
SMARTSVN	85786370	11/24/12	4441602	11/26/13
WE MAKE SOFTWARE POSSIBLE	85516571	01/13/12	4290134	02/12/13
WE MAKE SOFTWARE HAPPEN	85516557	01/13/12	4290133	02/12/13
UBERAPPS	85393252	08/09/11	4286657	02/05/13
UBERSVN	85143885	10/03/10	4242520	11/13/12
WANDISCO	77121683	03/03/07	3795992	06/01/10

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