

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638597

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900599401		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EGNYTE, INC.		02/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	237 Park Avenue		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3578318	EGNYTE	
Registration Number:	4742966	EGNYTE	
Registration Number:	4742970	Y	
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>			
Phone:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	Cogency Global Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1334539		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	04/12/2021		

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 26, 2021, by and between JPMORGAN CHASE BANK, N.A. (“Lender”), as the lender party to the Credit Agreement referred to below, and EGNYTE, INC., a Delaware corporation (“Grantor”).

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to the Loan Parties (as defined in the Credit Agreement), in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Lender is willing to make the Loans to the Loan Parties, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in the Collateral, including certain Copyrights, Trademarks, and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Pledge and Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and among Lender and the Loan Parties, Grantor has granted to Lender 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Lender a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

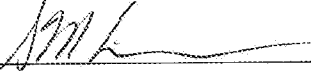
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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:
Egnyte, Inc.
1350 West Middlefield Road
Mountain View, CA 94043
Attention: Suzanne Colvin

EGNYTE, INC.

By: 

Name: Suzanne Colvin

Title: Chief Financial Officer

LENDER:

Address:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Daniel Maniaci

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

{Signature Page to Intellectual Property Security Agreement}

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:
Egnyte, Inc.
1350 West Middlefield Road
Mountain View, CA 94043
Attention: Suzanne Colvin

EGNYTE, INC.

By: _____

Name: _____

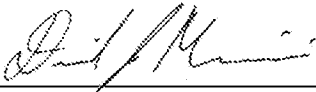
Title: _____

LENDER:

Address:

JPMorgan Chase Bank, N.A.
237 Park Avenue, 6th Floor
New York, NY 10017
Attention: Daniel Maniaci

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Daniel J. Maniaci

Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

Title	App. No.	Filed	Patent. No.
Flexible Permission Management Framework For Cloud Attached File Systems	15/299,091	10/20/2016	10,382,963
Flexible Permission Management Framework For Cloud Attached File Systems	16/539,845	8/13/2019	---
Flexible Permission Management Framework For Cloud Attached File Systems	13/689,648	11/29/2012	9,483,491 B2
Flexible Permission Management Framework For Cloud Attached File Systems	61/564,628	11/29/2011	---
System And Method Of Implementing An Object Storage Infrastructure For Cloud-Based Services	13/708,040	12/7/2012	9,135,269 B2
System And Method Of Implementing An Object Storage Infrastructure For Cloud-Based Services	14/824,824	8/12/2015	9,614,912 B2
System And Method Of Implementing An Object Storage Infrastructure For Cloud-Based Services	14/824,931	8/12/2015	10,003,650
System And Method Of Implementing An Object Storage Infrastructure For Cloud-Based Services	15/956,596	4/18/2018	10,873,629
System And Method Of Implementing An Object Storage Infrastructure For Cloud-Based Services	61/567,737	12/7/2011	---
System and Method for Event-Based Synchronization of Remote and Local File Systems	13/958,298	8/2/2013	9,858,288 B2
Synchronization Of Active Cloud And Client Filesystems	61/679,339	8/3/2012	---
System and Method for Event-Based Synchronization of Remote and Local File Systems	13/958,435	8/2/2013	9,881,017 B2
System and Method for Event-Based Synchronization of Remote and Local File Systems	15/881,269	1/26/2018	10,558,620

Title	App. No.	Filed	Patent No.
System and Method for Event-Based Synchronization of Remote and Local File Systems	16/749,451	1/22/2020	10,909,083
Event Processing Engine In Event Sync	61/679,383	8/3/2012	
Systems and Methods for Providing File Access in a Hybrid Cloud Storage System	14/053,253	10/14/2013	9,424,437 B2
Method For Splitting Metadata And Data In The Cloud To Facilitate Data Security In The Cloud, Provide Efficient Browsing, Redundancy And Faster Sync In Hybrid Cloud Storage Solutions	61/713,445	10/12/2012	---
Systems and Methods for Facilitating Access to Private Files Using a Cloud Storage System	14/053,357	10/14/2013	9,251,114 B1
Systems and Methods for Facilitating Access to Private Files Using a Cloud Storage System	15/010,415	1/29/2016	10,037,434
Systems and Methods for Facilitating Access to Private Files Using a Cloud Storage System	15/010,703	1/29/2016	9,922,203 B2
Systems and Methods for Facilitating Access to Private Files Using a Cloud Storage System	15/967,160	4/30/2018	10,762,230 B2
Systems and Methods for Facilitating Access to Private Files Using a Cloud Storage System	16/899,516	6/11/2020	---
System And Method For Connecting Users To A Private Data Storage Via A Cloud File System	61/868,268	8/21/2013	---
System And Method For Policy Based Synchronization Of Remote And Local File Systems	14/805,226	7/21/2015	10,380,076 B2
System And Method For Policy Based Synchronization Of Remote And Local File Systems	16/539,925	8/13/2019	10,909,082
System And Method For Policy Based Synchronization Of Remote And Local File Systems	62/027,201	7/21/2014	


Title	App. No.	Filed	Patent No.
System And Method For Delete Fencing During Synchronization Of Remote And Local File Systems	15/093,909	4/8/2016	10,437,789
System And Method For Delete Fencing During Synchronization Of Remote And Local File Systems	62/145,637	4/10/2015	---
System And Method For Synchronizing File Systems With Large Namespaces	15/179,459	6/10/2016	---
System And Method For Synchronizing File Systems With Large Namespaces	62/174,099	6/11/2015	---
Systems for Improving Performance and Security in a Cloud Computing System	15/476,376	3/31/2017	10,805,273
Systems and Methods for Proxying Encryption Key Communications Between a Cloud Storage System and a Customer Security Module	15/476,488	3/31/2017	10,601,782
Systems and Methods for Uploading Streamed Objects to a Cloud Storage System	15/477,063	4/1/2017	---
Methods for Improving Performance and Security in a Cloud Computing System	15/476,223	3/31/2017	10,812,452
Geographically-Distributed Hybrid Object Store and Consistent Object Cache with Object Replication, Deduplication, Chunking, and Encryption Key Features	62/317,018	4/1/2016	
Event-Based User State Synchronization in a Local Cloud of a Cloud Storage System	15/808,425	11/9/2017	---
Systems and Methods for Event Delivery in a Cloud Storage System	15/884,442	1/31/2018	10,853,475
Systems and Methods for Event Delivery in a Cloud Storage System	17/108,878	12/1/2020	---
Event-Based User State Synchronization in a Cloud Storage System	15/388,038	12/22/2016	---
Event-Based User State Synchronization	62/271,133	12/22/2015	---
Hybrid Approach To Data Governance	15/488,125	4/14/2017	---

Title	App. No.	Filed	Patent. No.
Hybrid Approach To Data Governance	15/487,947	4/14/2017	---
Hybrid Data Governance	62/322,722	4/14/2016	---
System and Method to Eliminate Full Rescan Synchronizations on Service Restarts	15/839,451	12/12/2017	---
System and Method to Eliminate Full Rescan Synchronizations on Service Restarts	62/432,852	12/12/2016	---
System And Method For Determining Value Of Digital Content	15/937,379	3/27/2018	---
System And Method For Determining Value Of Digital Content	62/477,279	3/27/2017	---
Storage Agnostic Large Scale Permissions And Access Analytics	17/019,325	9/13/2020	---
Storage Agnostic Large Scale Permissions And Access Analytics	62/900,316	9/13/2019	---
System and Method for Sensitive Content Analysis Prioritization Based on File Metadata	16/862,482	4/29/2020	---
System and Method for Sensitive Content Analysis Prioritization Based on File Metadata	62/840,623	4/30/2019	---
Intelligent Approach to Serving Subject Access Requests	16/830,652	3/26/2020	---
Intelligent Approach to Serving Subject Access Requests	62/824,809	3/27/2019	---

EXHIBIT C

Trademarks

TRADEMARK	COUNTRY	REGISTRATION NO. / DATE (SERIAL NO. / FILING DATE)
EGNYTE	U.S.	Reg. No. 3578318 February 24, 2009 (76664559 August 14, 2006)
EGNYTE	CTM	Reg. No. 010703461 July 25, 2012 (010703461 February 23, 2012)
EGNYTE	MP Main	Reg. No. 1267024 March 18, 2015 (A0049313 March 18, 2015)
EGNYTE	Australia	Reg. No. 1267024 March 18, 2015
EGNYTE	India	Reg. No. 1267024 March 18, 2015
EGNYTE	New Zealand	Reg. No. 1267024 March 18, 2015
EGNYTE	Singapore	Reg. No. 1267024 March 18, 2015
EGNYTE	Switzerland	Reg. No. 1267024 March 18, 2015
EGNYTE (FA Ref: 13319- TM101163CA00)	Canada (Nat'l)	TMA960932 January 24, 2017 (1719969 March 18, 2015)
EGNYTE (FA Ref: T160526-US)	China (Nat'l)	(20205707 June 6, 2016)
EGNYTE (FA Ref: T160527-US)	China (Nat'l)	(20205708 June 6, 2016)
EGNYTE	U.S.	Reg. No. 4742966 May 26, 2015

TRADEMARK	COUNTRY	REGISTRATION NO. / DATE (SERIAL NO. / FILING DATE)
		(86401976 September 22, 2014)
	U.S.	Reg. No. 4742970 May 26, 2015 (86402150 September 22, 2014)