

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM653196

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900619536		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Datera, Inc.		05/04/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Khosla Ventures V, LP		
<b>Street Address:</b>	2128 Sand Hill Road		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86496218	DATERA	
<b>Registration Number:</b>	5200992	DATERA	
<b>Serial Number:</b>	86144831	LIO	
<b>Registration Number:</b>	4869098	DATERA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	mkahn@sheppardmullin.com		
<b>Correspondent Name:</b>	Michelle D. Kahn		
<b>Address Line 1:</b>	Four Embarcadero Center		
<b>Address Line 2:</b>	17th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	25BJ-330530		
<b>NAME OF SUBMITTER:</b>	Michelle D. Kahn		
<b>SIGNATURE:</b>	/MDK/		
<b>DATE SIGNED:</b>	06/10/2021		
<b>Total Attachments: 7</b>			

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## **RELEASE OF INTELLECTUAL PROPERTY**

**THIS RELEASE OF INTELLECTUAL PROPERTY** (this "Release") is made as of the 4th day of May 2021 ("Effective Date") by and between Datera, Inc., a Delaware corporation ("Grantor"), and Khosla Ventures V, LP ("Grantee").

**WHEREAS**, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Grantor and Pacific Western Bank, a California State Chartered Bank ("PacWest"), dated January 23, 2018 (as amended, the "Security Agreement"), Grantor granted to PacWest a continuing security interest and mortgage in and to the Intellectual Property Collateral (as defined therein), including (i) all Trademarks, as defined in the Loan Agreement, including, without limitation, the trademark registrations and applications set forth on Schedule A attached hereto together with the goodwill associated therewith; (ii) all Patents, as defined in the Loan Agreement, including, without limitation, the patents set forth on Schedule B attached hereto; and (iii) all Copyrights, as defined in the Loan Agreement, including, without limitation, the copyright registrations set forth on Schedule C attached hereto;

**WHEREAS**, Grantor and PacWest entered into the Security Agreement pursuant to the terms and conditions of that certain Loan and Security Agreement dated as of October 6, 2015 (as amended, the "Loan Agreement");

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office on January 29, 2018 at Reel/Frame 044756/0266; and on January 31, 2018 at Reel/Frame 6262/0870;

**WHEREAS**, PacWest assigned the Loan Agreement to Grantee pursuant to the terms and conditions of that certain Assignment of Loan, dated February 17, 2021, by and among PacWest, Grantee and other parties thereto;

**WHEREAS**, PacWest assigned the Security Agreement to Grantee pursuant to the terms and conditions of that certain Assignment of Rights in Intellectual Property Security Agreement, dated February 17, 2021, by and between PacWest and Grantee; and

**WHEREAS**, Grantee desires to terminate the Security Agreement and the Loan Agreement and to terminate, cancel, release any and all security interests it has against the Intellectual Property Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Security Agreement and the Loan Agreement and hereby terminates, cancels, releases any and all security interests it has against the Intellectual Property Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Intellectual Property Collateral; (iii) it has not recorded or otherwise evidenced its security interest with respect to any trademark, patent, copyright or

registration of an application to register the foregoing, other than those of the foregoing set forth on Schedules A, B and C (attached hereto), in any jurisdiction throughout the world;

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

\* \* \* \* \*

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**KHOSLA VENTURES V, LP**

By: Khosla Ventures Associates V, LLC, a  
Delaware limited liability company and general  
partner of Khosla Ventures V, LP

By:   
\_\_\_\_\_

Name: John Demeter

Title: General Counsel

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, there appeared before me \_\_\_\_\_ personally known to me, who acknowledged that he signed the foregoing Release as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**SCHEDULE A**  
**TRADEMARKS**

<b>COUNTRY</b>	<b>MARK</b>	<b>STATUS</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>OWNER</b>
US	DATERA	Live	86496218	01/06/15	Datera, Inc.
US	DATERA	Live	5200992	05/09/17	Datera, Inc.
US	LIO	Dead	86144831	12/16/13	Datera, Inc.
US	DATERA	Live	4869098	12/15/15	Datera, Inc.

**SCHEDULE B**

**PATENTS**

<b>TITLE</b>	<b>PATENT NO.</b>	<b>PATENT DATE</b>	<b>OWNER</b>
SYSTEM AND METHOD FOR SHARING DATA STORAGE DEVICES	9,705,984	07/11/17	Datera, Inc.
METHOD AND SYSTEM FOR TRANSLATING RESOURCE REQUIREMENT OF APPLICATION INTO TANGIBLE INFRASTRUCTURAL RESOURCES	10,579,427	03/03/20	Datera, Inc.
SYSTEM AND METHOD FOR AN IMPROVED REAL-TIME ADAPTIVE DATA COMPRESSION	Pending Serial no. 15/488,407	Abandoned	Datera, Inc.
SYSTEM AND METHOD FOR AN IMPROVED ADAPTIVE POLICY DRIVEN DATA PLACEMENT ON A STORAGE CLUSTER	10,505,813	12/10/19	Datera, Inc.
SYSTEM AND METHOD FOR IMPROVED ADVERTISEMENT OF DYNAMIC STORAGE ENDPOINTS AND STORAGE CONTROL ENDPOINTS	10,277,472	04/30/19	Datera, Inc.
SYSTEM AND METHOD FOR AN IMPROVED PLACEMENT OF STORAGE NODES IN NETWORK	10,708,138	07/07/20	Datera, Inc.
SYSTEM and METHOD TO UTILIZE LARGER BLOCK SIZES FOR LOGICAL DISK AND FURTHER DECOMPOSE INTO SMALLER PHYSICAL BLOCK SIZES FOR REDUDANT ENCODING BY UTILIZING ERASURE CODING	10,387,253	08/20/19	Datera, Inc.
SYSTEM AND METHOD TO PROVIDE SEAMLESS DATA PLACEMENT, DATA MOVEMENT, AND DATA MANAGEMENT INTO CLOUD	10,904,068	01/26/21	Datera, Inc.
ORDINARY WRITE IN DISTRIBUTED SYSTEM MAINTAINING DATA STORAGE INTEGRITY	Pending Serial no. 16/056,286	Pending	Datera, Inc.
FUTURE WRITE IN DISTRIBUTED SYSTEM MAINTAINING DATA STORAGE INTEGRITY	10,761,748	09/01/20	Datera, Inc.

**SCHEDULE C**  
**COPYRIGHTS**

<b><u>TITLE</u></b>	<b><u>REG. NO</u></b>	<b><u>REG. DATE</u></b>	<b><u>OWNER</u></b>
RTS Target 4.1	TX0007590353	08/23/12	Datera, Inc.
RTS Target version 4.0	TX0007589707	08/22/12	Datera, Inc.
RTS Target version 4.0	TX0007590301	08/23/12	Datera, Inc.