

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM718270

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Egnyte, Inc.		03/31/2022	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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	04/01/2022		
Total Attachments: 14			
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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of March 31, 2022, 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”). This Agreement amends, restates, and supersedes in its entirety that certain Intellectual Property Security Agreement dated as of February 26, 2021 (“Existing Agreement”) between the Grantor and the Lender.

RECITALS

A. Lender has made certain advances of money and extended certain financial accommodation to the Grantor, in the amounts and manner set forth in that certain Credit Agreement by and among Lender and the Loan Parties dated as of February 26, 2021 (as the same may be amended, modified or supplemented from time to time prior to the date of this Agreement, the “Existing Credit Agreement”).

B. At the Loan Parties’ request, Lender has agreed to make further advances of money and extend further financial accommodation (collectively, the “Loans”) to the Grantor, by way of an amendment and restatement of the Existing Credit Agreement, accomplished by entry into that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among the Loan Parties and the Lender (as the same may be amended, modified or supplemented from time to time, including any replacement agreement therefor, the “Credit Agreement”; capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement).

C. Pursuant to the terms of the Amended and Restated 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”), 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.

D. The Lender is willing to extend the Loans to the Grantor, but only upon the condition, among others, that the Grantor shall grant to the Lender a security interest in the Collateral (as defined in the Security Agreement), including certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of the Grantor under the Credit Agreement, by way of an amendment and restatement of the Existing Agreement on the terms and conditions set forth herein.

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");

(f) 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;

(g) 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;

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

(i) 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:

EGNYTE, INC.

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

By: 
Name: Suzanne Colvin
Title: Chief Financial Officer and Secretary

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 007677 FRAME: 0955

Address:

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

LENDER:

JPMORGAN CHASE BANK, N.A.

By: 

Name: Christian Leonardi

Title: Authorized Officer

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	11,216,419
Flexible Permission Management Framework For Cloud Attached File Systems	17/553,436	12/16/2021	
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	
Method For Federated Identity And Single Sign On For Authentication, Authorization And Access Of Objects In A Hybrid Or SaaS Storage Cloud By Enterprise And Consumer Users			
Method For Federated Identity And Single Sign On For Authentication, Authorization And Access Of Objects In A Hybrid Or SaaS Storage Cloud By Enterprise And Consumer Users	61/650,815	5/23/2012	
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	

Title	App. No.	Filed	Patent. No.
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
System and Method for Event-Based Synchronization of Remote and Local File Systems	16/749,451	1/22/2020	10,909,083
System and Method for Event-Based Synchronization of Remote and Local File Systems	17/161,484	1/28/2021	
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 B1
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	11,275,863 B2
Systems and Methods for Facilitating Access to Private Files Using a Cloud Storage System	17/684,184	3/1/2022	
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

Title	App. No.	Filed	Patent. No.
System And Method For Policy Based Synchronization Of Remote And Local File Systems	17/161,623	1/28/2021	
System And Method For Policy Based Synchronization Of Remote And Local File Systems	PCT/US15/41412	7/21/2015	
System And Method For Policy Based Synchronization Of Remote And Local File Systems	62/027,201	7/21/2014	
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	17/480,891	9/21/2021	
System And Method For Synchronizing File Systems With Large Namespaces	15/179,459	6/10/2016	11,144,510
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	

Title	App. No.	Filed	Patent. No.
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	11,250,147
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	17/243,895	4/29/2021	
System And Method For Determining Value Of Digital Content	15/937,379	3/27/2018	11,010,776
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	
Confidence Score For Sensitive Content	63/252,067	10/4/2021	
SYSTEM AND METHODS FOR IMPLEMENTING A CONSISTENT AND PERSISTENT HYBRID CLOUD CACHE	17/217,335	3/30/2021	
SYSTEM AND METHODS FOR EFFECTIVELY ADDRESSING FAST-PRODUCER AND SLOW-CONSUMER PROBLEM FOR PERSISTENT HYBRID CLOUD CACHES	17/167824	2/4/2021	
SYSTEM AND METHOD FOR GROUPING AND EXECUTING TRANSACTIONS WHILE ENSURING HYBRID CLOUD	63/034292	6/3/20	


Title	App. No.	Filed	Patent. No.
CACHE INTEGRITY AND CONSISTENCY			
SYSTEM AND METHOD FOR GROUPING AND EXECUTING TRANSACTIONS WHILE ENSURING HYBRID CLOUD CACHE INTEGRITY AND CONSISTENCY	17/336734	6/2/2021	
SYSTEM AND METHOD FOR FACILITATING UPLOAD FILE OPTIMIZATION VIA TRANSACTION TRANSFORMATION	63/034299	6/3/2020	
SYSTEM AND METHOD FOR FACILITATING OPTIMIZATION OF FILE UPLOAD OPERATIONS VIA TRANSACTION TRANSFORMATION	17/336771	6/2/2021	
SYSTEM AND METHOD FOR PRESENTING A HYBRID CLOUD CACHE AS A FILE SYSTEM	63/034300	6/3/2020	
SYSTEM AND METHOD FOR PRESENTING A HYBRID CLOUD CACHE AS A FILE SYSTEM	17/333696	5/28/2021	
SYSTEM AND METHOD FOR RESOLVING TRANSIENT AND LOCALIZED ERRORS IN A HYBRID CLOUD CACHE	63/040237	6/17/20	
SYSTEM AND METHOD FOR RESOLVING TRANSIENT AND LOCALIZED ERRORS IN A HYBRID CLOUD CACHE	17/349429	6/16/2021	
SYSTEM AND METHOD FOR ENHANCING CONTENT COLLABORATION BY CONFLICT DETECTION AND RESOLUTION IN A HYBRID CLOUD CACHE	63/040248	6/17/20	
SYSTEM AND METHOD FOR ENHANCING CONTENT COLLABORATION BY CONFLICT DETECTION AND RESOLUTION IN A HYBRID CLOUD CACHE	17/349471	6/16/2021	
SYSTEM AND METHOD FOR HANDLING IMPLICIT TRANSACTIONS IN A HYBRID CLOUD CACHE	63/040255	6/17/20	
SYSTEM AND METHOD FOR HANDLING IMPLICIT TRANSACTIONS IN A HYBRID CLOUD CACHE	17/349531	6/16/2021	

Title	App. No.	Filed	Patent. No.
SYSTEM AND METHODS FOR GENERATING SPARSE TREE FOR PRESENTING AND NAVIGATING THROUGH HIERARCHICAL FILES	17/551862	12/15/2021	
STORAGE AGNOSTIC LARGE SCALE PERMISSIONS AND ACCESS	TBD		
SYSTEM AND METHODS FOR DETECTING ANOMALOUS ACTIVITY	17/481843	9/22/2021	
SYSTEMS AND METHODS FOR COMPHENSIVE RATE LIMITING IN A MULTI-TENANT DISTRIBUTED CLOUD APPLICATION	63/302728	1/25/2022	

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 (86401976 September 22, 2014)

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