

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399503

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sphere 3D Corp.		09/16/2016	Corporation: CANADA
Sphere 3D, Inc.		09/16/2016	Corporation: CANADA
V3 Systems Holdings, Inc.		09/16/2016	Corporation: DELAWARE
Overland Storage, Inc.		09/16/2016	Corporation: CALIFORNIA

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: 41

Property Type	Number	Word Mark
Serial Number:	86450253	ANY APP, ANY DEVICE, ANYTIME
Serial Number:	78721507	ARCVault
Serial Number:	85107467	DYNAMICRAID
Serial Number:	86775492	CAMPUS CLUSTER
Serial Number:	78231018	GUARDIANOS
Serial Number:	78834884	NEO
Serial Number:	76189446	NEO SERIES
Serial Number:	76396326	OVERLAND
Serial Number:	76396325	OVERLAND STORAGE
Serial Number:	76322776	POWERLOADER
Serial Number:	78837122	PROTECTION OS
Serial Number:	85261476	RAINCloud
Serial Number:	85816149	RAPIDREBUILD
Serial Number:	78547168	REO
Serial Number:	78276299	REO SERIES
Serial Number:	85107471	SNAP SAN

OP \$1040.00 86450253

Property Type	Number	Word Mark
Serial Number:	75387211	SNAP SERVER
Serial Number:	78311858	SNAP SERVER
Serial Number:	86601859	SNAPCLOUD
Serial Number:	86307226	SNAPEXPANSION XSR
Serial Number:	85645272	SNAPSCALE
Serial Number:	85731082	SNAPSCALE X2
Serial Number:	86158603	SNAPSCALE X4
Serial Number:	86307243	SNAPSERVER XSD 40
Serial Number:	86307220	SNAPSERVER XSD SERIES
Serial Number:	86307215	SNAPSERVER XSR 40
Serial Number:	86307217	SNAPSERVER XSR 120
Serial Number:	86307224	SNAPSERVER XSR SERIES
Serial Number:	86806391	SNAPSTORAGE MANAGER
Serial Number:	86849749	SNAPSYNC
Serial Number:	86439022	SPHERE SYSTEMS
Serial Number:	86432459	SPHERE TECHNOLOGIES
Serial Number:	86439018	SPHERE TECHNOLOGY
Serial Number:	75398174	VR2
Serial Number:	76319311	VR 2
Serial Number:	86625619	VSNAPCLOUD
Serial Number:	75627751	XCHANGENOW
Serial Number:	86776848	GLASSWARE CONNECT
Serial Number:	85628423	V3 DESKTOP CLOUD ORCHESTRATOR
Serial Number:	85415840	V3
Serial Number:	85276731	V3

CORRESPONDENCE DATA

Fax Number: 2158511420

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.

Phone: 215-851-8100

Email: phlipdocketing@reedsmith.com

Correspondent Name: Matthew P. Frederick, Reed Smith LLP

Address Line 1: 1717 Arch Street

Address Line 2: Three Logan Square, Suite 3100

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Matthew P. Frederick
SIGNATURE:	/Matthew P. Frederick/
DATE SIGNED:	09/22/2016

Total Attachments: 16

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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 16th, 2016, is made by **SPHERE 3D CORP.**, a corporation organized under the laws of Ontario, Canada (the "Parent"), **SPHERE 3D, INC.**, a corporation organized under the laws of Canada ("Sphere 3D"), **V3 SYSTEMS HOLDINGS, INC.**, a Delaware corporation ("V3 Systems Holdings"), and **OVERLAND STORAGE, INC.**, a California corporation (individually, the "Company" and together with Parent, Sphere 3D, and V3 Systems Holdings collectively, the "*Grantors*" and each individually a "*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, the Grantors have executed and delivered that certain General Security Agreement dated as of the date hereof between the Grantors and the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "General Security Agreement").

WHEREAS, under the terms of the General Security Agreement, the Grantors have 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. The Grantors hereby grant 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 General Security Agreement and this IP Security Agreement (each such supplement, an "*IP Security Agreement Supplement*"), executed and delivered by the Grantors 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 the Grantors 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 the Grantors 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 the Grantors therein).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement secures the payment of the Secured Liabilities (as defined in the General Security Agreement) 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. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government office record this IP Security Agreement.

SECTION 4. 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the General Security Agreement. The Grantors hereby acknowledge and confirm 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 General Security Agreement, 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 General Security Agreement and this IP Security Agreement, the provisions of the General Security Agreement shall control.

SECTION 6. 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:

SPHERE 3D CORP.

Chief Financial Officer



.....
(Signature)

Name

Kurt Kalbfleisch

SPHERE 3D INC.

Chief Financial Officer

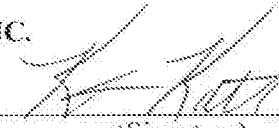

.....
(Signature)

Name

Kurt Kalbfleisch

V3 SYSTEMS HOLDINGS, INC.

Chief Financial Officer



.....
(Signature)

Name

Kurt Kalbfleisch

OVERLAND STORAGE, INC.

Chief Financial Officer


.....
(Signature)

Name

Kurt Kalbfleisch

FBC HOLDINGS S.À R.L.

Manager A

.....
(Signature)

Name

.....

Manager B

.....
(Signature)

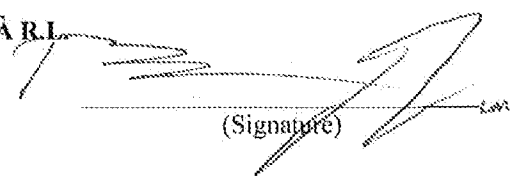
Name

.....

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

Manator, (Luxembourg) S.A. represented by Rijk van den Ven & Klazien Klinker

Manager B

(Signature)

[US IP Security Agreement by SPHERE 3D CORP., SPHERE 3D, INC., V3 SYSTEMS HOLDINGS, INC. and OVERLAND STORAGE, INC.]

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

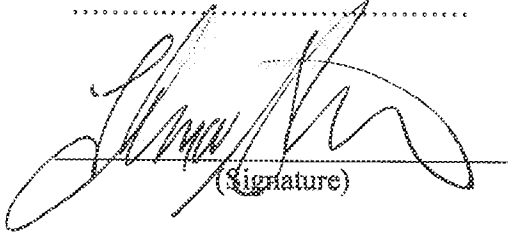
FBC HOLDINGS S.À R.L.

Manager A

(Signature)

Name

Manager B

.....


(Signature)

NAME: Cyrus Capital Partners, L.P, solely in its
capacity as Manager B of FBC Holdings, S.à R.L

**Schedule A to the
IP Security Agreement**

PATENTS:

Country	Title	Recorded Owner	App. No.	Filing Date	Patent No.	Issue Date	Status
U.S.	Systems and Methods For Providing An Emulator	Sphere 3D Inc.	14/229381	3/28/14			Pending
U.S.	Systems And Methods Of Managing Access To Remote Resources	Sphere 3D Inc.	13/742585	1/16/13			Pending
U.S.	Systems And Methods For Managing Emulation Sessions	Sphere 3D Inc.	13/742632	1/16/13	9191445	11/17/15	In Force
U.S.	Systems And Methods Of Optimizing Resources For Emulation	Sphere 3D Inc.	13/741884	1/15/13			Pending
U.S.	Systems And Methods For Managing Emulation Resources	Sphere 3D Inc.	14/229368	3/28/14			Pending
U.S.	Systems And Methods For Accessing Remote Resources For Emulation	Sphere 3D Inc.	14/229497	3/28/14			Pending
U.S.	Methods And Systems For Providing An Application	Sphere 3D Inc.	14/600246	1/20/15			Filed

Country	Title	Recorded Owner	App. No.	Filing Date	Patent No.	Issue Date	Status
U.S.	Migration Of Virtual Machine Pool	V3 Systems Holdings, Inc.	13/250836	9/30/11			Final Rejection Counted, Not Yet Mailed as of 3/30/16 Security Interest Recorded at 032161/0870
U.S.	Virtual Machine Allocation Internal And External To Physical Environment	V3 Systems Holdings, Inc.	13/175771	7/1/11	9223605	12/29/15	In Force Security Interest Recorded at 032161/0870
Canada	Systems And Methods For Providing An Emulator	Sphere 3D Inc.	2908087	3/28/14			Pending
European Patent Application	Systems And Methods For Providing An Emulator	Sphere 3D Inc.	14776474.0	3/28/14			Pending
Canada	Systems and Methods of Managing Access to Remote Resources	Sphere 3D Inc.	2802253	1/16/13			Pending

Country	Title	Recorded Owner	App. No.	Filing Date	Patent No.	Issue Date	Status
Canada	Systems and Methods for Managing Emulation Sessions	Sphere 3D Inc.	2802396	1/16/13			Pending
Canada	Systems And Methods Of Optimizing Resources For Emulation	Sphere 3D Inc.	2802177	1/15/13			Pending
Canada	Methods And Systems For Providing Software Applications	Sphere 3D Inc.	2878759	1/20/15	2878759	12/22/15	Issued

**Schedule B to the
IP Security Agreement**

TRADEMARKS

Recorded Owner	Trademark	Country	Application No.	Filing Date:	Reg. No.	Reg. Date	Status
Overland Storage, Inc.	ANY APP, ANY DEVICE, ANYTIME	US	86/450253	11/10/2014			Pending (intent-to-use)
Overland Storage, Inc.	ARCvault	US	78/721507	9/27/2005	3353649	12/11/2007	Registered
Overland Storage, Inc.	DYNAMICRAID	US	85/107467	8/13/2010	4147998	5/22/2012	Registered
Overland Storage, Inc.	CAMPUS CLUSTER	US	86/775492	10/1/2015			Pending (intent-to-use)
Overland Storage, Inc.	GUARDIANOS	US	78/231018	3/27/2003	4531191	5/20/2014	Registered
Overland Storage, Inc.	NEO	US	78/834884	3/10/2006	3446775	6/10/2008	Registered
Overland Storage, Inc.	NEO SERIES	US	76/189446	1/2/2001	2650385	11/12/2002	Renewed
Overland Storage, Inc.	OVERLAND	US	76/396326	4/17/2002	2835127	4/20/2004	Renewed
Overland Storage, Inc.	OVERLAND STORAGE	US	76/396325	4/17/2002	2835126	4/20/2004	Renewed
Overland Storage, Inc.	POWERLOADER	US	76/322776	10/9/2001	2725558	6/10/2003	Renewed
Overland Storage, Inc.	PROTECTION OS	US	78/837122	3/14/2006	3245667	5/22/2007	Registered
Overland Storage, Inc.	RAINCLOUD	US	85/261476	3/8/2011	4448135	12/10/2013	Registered
Overland Storage, Inc.	RAPIDREBUILD	US	85/816149	1/4/2013			Allowed (intent-to-use)
Overland Storage, Inc.	REO	US	78/547168	1/13/2005	3160454	10/17/2006	Registered
Overland Storage, Inc.	REO SERIES	US	78/276299	7/18/2003	3071748	3/21/2006	Registered
Overland Storage, Inc.	SNAP SAN	US	85/107471	8/13/2010	4191213	8/14/2012	Registered
Overland Storage, Inc.	SNAP SERVER	US	75/387211	11/10/1997	2421713	1/16/2001	Renewed
Overland Storage, Inc.	SNAP SERVER	US	78/311858	10/9/2003	3495945	9/2/2008	Registered

Recorded Owner	Trademark	Country	Application No.	Filing Date:	Reg. No.	Reg. Date	Status
Overland Storage, Inc.	SNAPCLOUD	US	86/601859	4/17/2015			Pending (intent-to-use)
Overland Storage, Inc.	SNAPEXPANSION XSR	US	86/307226	6/11/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SNAPSCALE	US	85/645272	6/6/2012	4498775	3/18/2014	Registered
Overland Storage, Inc.	SNAPSCALE X2	US	85/731082	9/17/2012	4498945	3/18/2014	Registered
Overland Storage, Inc.	SNAPSCALE X4	US	86/158603	1/6/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SNAPSERVER XSD 40	US	86/307243	6/11/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SNAPSERVER XSD SERIES	US	86/307220	6/11/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SNAPSERVER XSR 40	US	86/307215	6/11/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SNAPSERVER XSR 120	US	86/307217	6/11/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SNAPSERVER XSR SERIES	US	86/307224	6/11/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SNAPSTORAGE MANAGER	US	86/806391	11/2/2015			Pending (intent-to-use)
Overland Storage, Inc.	SNAPSYNC	US	86/849749	12/15/2015			Pending (intent-to-use)
Overland Storage, Inc.	SPHERE SYSTEMS	US	86/439022	10/29/2014			Allowed (intent-to-use)
Overland Storage, Inc.	SPHERE TECHNOLOGIES	US	86/432459	10/23/2014			Allowed (intent-to-use)

Recorded Owner	Trademark	Country	Application No.	Filing Date:	Reg. No.	Reg. Date	Status
Overland Storage, Inc.	SPHERE TECHNOLOGY	US	86/439018	10/29/2014			Allowed (intent-to-use)
Overland Storage, Inc.	VR2 (STYLIZED)	US	75/398174	11/20/1997	2419492	1/9/2001	Renewed
Overland Storage, Inc.	VR2 AND DESIGN	US	76/319311	9/28/2001	2597912	7/23/2002	Renewed
Overland Storage, Inc.	VSNAPCLOUD	US	86/625619	5/11/2015			Published (intent-to-use)
Overland Storage, Inc.	XCHANGENOW	US	75/627751	1/25/1999	2292932	11/16/1999	Renewed
Sphere 3D Inc.	GLASSWARE CONNECT	US	86/776848	10/2/2015			Pending (intent-to-use)
V3 Systems Holdings, Inc.	V3 DESKTOP CLOUD ORCHESTRATOR	US	85/628423	5/17/2012	4288340	2/12/2013	Registered Security Interest Recorded at Reel/Frame: 5208/0848
V3 Systems Holdings, Inc.	V3 (stylized)	US	85/415840	9/6/2011	4135466	5/1/2012	Registered Security Interest Recorded at Reel/Frame: 5208/0848
V3 Systems Holdings, Inc.	V3	US	85/276731	3/25/2011	4086758	1/17/2012	Registered Security Interest Recorded at Reel/Frame: 5208/0848
Overland Storage, Inc.	ARCvault	AU	1101609	3/2/2006	2/5/2007	1101609	Registered
Overland Storage, Inc.	ARCvault	EU	4946448	3/6/2006	3/23/2007	4946448	Registered
Overland Storage, Inc.	ARCvault	JP	2006-019502	3/6/2006	3/16/2007	5033280	Registered

SCHEDULE B TO THE INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK
REEL: 005881 FRAME: 0842

Recorded Owner	Trademark	Country	Application No.	Filing Date:	Reg. No.	Reg. Date	Status
Overland Storage, Inc.	ARCvault	SG	T06/03966C	3/3/2006	10/11/2006	T06/03966C	Registered
Overland Storage, Inc.	ARCvault	TW	95010287	3/3/2006	12/1/2006	1238898	Registered
Overland Storage, Inc.	GUARDIANOS	EU	3151594	5/2/2003	7/1/2004	3151594	Renewed
Overland Storage, Inc.	NEO	SG	T06/18256C	9/1/2006	8/14/2007	T0618256C	Registered
Overland Storage, Inc.	NEO	TW	95045123	9/4/2006	6/16/2007	1266195	Registered
Overland Storage, Inc.	NEO SERIES	AU	879211	6/14/2001	11/19/2001	879211	Renewed
Overland Storage, Inc.	NEO SERIES	EU	2137685	3/19/2001	6/28/2002	2137685	Renewed
Overland Storage, Inc.	NEO SERIES	TW	90024847	6/19/2001	8/16/2002	1011127	Renewed
Overland Storage, Inc.	OVERLAND	AU	930588	10/14/2002	8/18/2003	930588	Renewed
Overland Storage, Inc.	OVERLAND	EU	2892339	10/16/2002	9/11/2004	2892339	Renewed
Overland Storage, Inc.	OVERLAND	JP	2002-087879	10/17/2002	7/4/2003	4689478	Renewed
Overland Storage, Inc.	OVERLAND	SG	T04/18879C	10/28/2004	3/22/2005	T04/18879C	Renewed
Overland Storage, Inc.	OVERLAND	TW	91043578	10/11/2002	9/16/2003	1057507	Renewed
Overland Storage, Inc.	OVERLAND	TW	91043579	10/11/2002	7/16/2003	184092	Renewed
Overland Storage, Inc.	OVERLAND	SG	T04/18880G	10/28/2004	3/7/2005	T04/18880G	Renewed
Overland Storage, Inc.	OVERLAND STORAGE	AU	930589	10/14/2002	8/18/2003	930589	Renewed
Overland Storage, Inc.	OVERLAND STORAGE	EU	2892313	10/16/2002	10/13/2004	2892313	Renewed
Overland Storage, Inc.	OVERLAND STORAGE	JP	2002-087878	10/17/2002	7/4/2003	4689477	Renewed
Overland Storage, Inc.	OVERLAND STORAGE	SG	T04/18881E	10/28/2004	7/19/2005	T04/18881E	Renewed
Overland Storage, Inc.	OVERLAND STORAGE	TW	91043580	10/11/2002	10/16/2003	1061088	Renewed
Overland Storage, Inc.	OVERLAND	TW	91043581	10/11/2002	8/16/2003	185460	Renewed

SCHEDULE B TO THE INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK
REEL: 005881 FRAME: 0843

Recorded Owner	Trademark	Country	Application No.	Filing Date:	Reg. No.	Reg. Date	Status
	STORAGE						
Overland Storage, Inc.	OVERLAND STORAGE	SG	T04/18882C	10/28/2004	3/15/2005	T04/18882C	Renewed
Overland Storage, Inc.	POWERLOADER	CA	1135997	4/2/2002	1/17/2006	TMA656706	Renewed
Overland Storage, Inc.	PROTECTION OS	AU	1133046	9/1/2006	1/15/2007	1133046	Registered
Overland Storage, Inc.	PROTECTION OS	EU	5323019	9/4/2006	8/24/2007	5323019	Registered
Overland Storage, Inc.	PROTECTION OS	SG	T06/18255E	9/1/2006	6/26/2007	T06/18255E	Registered
Overland Storage, Inc.	PROTECTION OS	TW	95045122	9/4/2006	6/16/2007	1266194	Registered
Overland Storage, Inc.	REO	AU	1063156	7/4/2005	11/21/2005	1063156	Renewed
Overland Storage, Inc.	REO	SG	T05/11527G	7/5/2005	4/11/2006	T05/11527G	Renewed
Overland Storage, Inc.	REO	TW	94032261	7/5/2005	4/1/2006	1201660	Registered
Overland Storage, Inc.	REO 4000	SG	T04/18877G	10/28/2004	12/20/2005	T04/18877G	Renewed
Overland Storage, Inc.	REO SERIES	AU	985168	1/16/2004	6/1/2004	985168	Renewed
Overland Storage, Inc.	REO SERIES	EU	3613619	1/16/2004	4/11/2005	3613619	Renewed
Overland Storage, Inc.	REO SERIES	SG	T04/18876I	10/28/2004	9/27/2005	T04/18876I	Renewed
Overland Storage, Inc.	REO SERIES	TW	93002084	1/16/2004	6/1/2005	1155921	Renewed
Overland Storage, Inc.	SNAP APPLIANCE	EU	3144581	4/25/2003	2/2/2005	3144581	Renewed
Overland Storage, Inc.	SNAP CARE	EU	3151611	5/2/2003	8/12/2005	3151611	Renewed
Overland Storage, Inc.	SNAP SERVER	CH	823379	4/7/2004	4/7/2004	823379	Renewed
Overland Storage, Inc.	SNAP SERVER	SG	823379	4/7/2004	6/13/2005	823379	Renewed
Overland Storage, Inc.	SNAP SERVER	CA	1213700	4/13/2004	10/14/2009	TMA750106	Renewed
Overland Storage, Inc.	SNAP SERVER	EU	3754471	4/8/2004	1/20/2009	3754471	Renewed

SCHEDULE B TO THE INTELLECTUAL PROPERTY AGREEMENT

TRADEMARK
REEL: 005881 FRAME: 0844

Recorded Owner	Trademark	Country	Application No.	Filing Date:	Reg. No.	Reg. Date	Status
Overland Storage, Inc.	SNAP SERVER	MX	651344	4/12/2004	8/24/2004	849038	Renewed
Overland Storage, Inc.	SNAP SERVER	Int'l Reg	Z1230690	4/7/2004	4/7/2004	823379	Renewed
Overland Storage, Inc.	SNAPSCALE	AU	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	CN	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	EU	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	JP	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	KR	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	MX	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	SG	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	CH	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	SNAPSCALE	CA	1680652	6/10/2014			Pending
Overland Storage, Inc.	SNAPSCALE	TW	103033103	6/11/2014	1/16/2015	1686893	Registered
Overland Storage, Inc.	SNAPSCALE	Int'l Reg	1218555	6/9/2014	6/9/2014	1218555	Registered
Overland Storage, Inc.	VR2 (STYLIZED)	AU	761936	5/13/1998	7/7/2000	761936	Renewed
Overland Storage, Inc.	VR2 (STYLIZED)	EU	823369	5/13/1998	5/21/2002	823369	Renewed
Overland Storage, Inc.	VR2 (STYLIZED)	JP	40439/1998	5/14/1998	7/21/2000	4402213	Renewed
Overland Storage, Inc.	VR2 (STYLIZED)	NO	199804165	5/12/1998	2/22/2001	207007	Renewed
Overland Storage, Inc.	VR2 (STYLIZED)	TW	87023895	5/20/1998	3/1/2001	932905	Renewed
Overland Storage, Inc.	VR2 AND DESIGN	CA	1135398	3/26/2002	10/20/2005	TMA650882	Renewed
Overland Storage, Inc.	VR2 AND DESIGN	EU	2636165	3/28/2002	7/22/2003	2636165	Renewed

Recorded Owner	Trademark	Country	Application No.	Filing Date:	Reg. No.	Reg. Date	Status
Overland Storage, Inc.	VR2 AND DESIGN	JP	2002-024033	3/27/2002	10/11/2002	4611505	Renewed
Overland Storage, Inc.	VR2 AND DESIGN	SG	T02/04214G	3/26/2002	1/20/2004	T02/04214G	Renewed
Overland Storage, Inc.	VR2 AND DESIGN	TW	91011357	3/27/2002	4/16/2003	1040515	Renewed
Overland Storage, Inc.	XCHANGENOW	EU	1236546	7/9/1999	1236546	8/8/2000	Renewed
Sphere 3D Inc.	GLASSWARE CONNECT	CA	1748764	10/2/15			Pending
Sphere 3D Inc.	GLASSWARE 2.0	CA	1600132	10/29/12	TMA889161	10/31/2014	Registered
Sphere 3D Inc.	VDI LIVE	CA	1631636	6/18/13	TMA906762	6/18/2015	Registered
Sphere 3D Inc.	ANY APP, ANY DEVICE, ANYTIME	CA	1617275	3/7/13	TMA900732	4/10/15	Registered
Sphere 3D Inc.	SPHERE 3D	CA	1615670	2/26/13	TMA876494	4/25/14	Registered

**Schedule C to the
IP Security Agreement**

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Title	Type of Work	Copyright Claimant	Owner	Registration No.	Registration Date
GuardianOS version 4.0	Computer File	Adaptec, Inc.	Overland Storage, Inc.	TX0006310161	1/20/06
GuardianOS: version 3.0	Computer File	Snap Appliance, Inc.	Overland Storage, Inc.	TX0005989115	6/29/04
Snap Server Manager: 2.6	Computer File	Snap Appliance, Inc.	Overland Storage, Inc.	TX0005880696	2/2/04
Snap OS: v3.4: Snap server: v3.4	Computer File	Adaptec, Inc.	Overland Storage, Inc.	TX0006209422	8/8/05
Guardian OS v2.0	Computer File	Adaptec, Inc.	Overland Storage, Inc.	TX0006213826	8/8/05