TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493784

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Datadirect Networks, Inc.		10/03/2018	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	TRIPLEPOINT CAPITAL LLC
Street Address:	2755 Sand Hill Road, Suite 150
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	4112197	WOS
Registration Number:	4735685	SFX
Registration Number:	3840794	WOS
Registration Number:	4226358	INFORMATION IN MOTION
Registration Number:	4276313	OBJECTASSURE
Registration Number:	4543828	NOFS
Registration Number:	4186804	STORAGE FUSION ARCHITECTURE
Registration Number:	4286780	STORAGE FUSION FABRIC
Registration Number:	4315006	IN-STORAGE PROCESSING
Registration Number:	4318083	SFA12K
Registration Number:	4321872	SFA10K
Registration Number:	4724203	STORAGE FUSION XCELERATOR
Registration Number:	4436667	HSCALER
Registration Number:	4436100	DIRECTMON
Registration Number:	4533709	DDN
Registration Number:	4786497	INFINITE MEMORY ENGINE
Registration Number:	4642439	IME
Registration Number:	4642440	SFA
Registration Number:	4779034	GS7K

CH $1315.00 4112197

Property Type	Number	Word Mark
Registration Number:	4895832	GS12K
Registration Number:	4747865	GRIDSCALER
Registration Number:	4743646	EXASCALER
Registration Number:	4747869	STORAGESCALER
Registration Number:	4743647	REACT
Registration Number:	4984476	SFA14K
Registration Number:	4919783	MEDIASCALER
Registration Number:	5087428	DDN STORAGE
Registration Number:	5475858	DDN
Registration Number:	5475859	DDN STORAGE
Registration Number:	5087620	ES7K
Registration Number:	4895873	ES12K
Registration Number:	5066140	ARCHIVE DIRECTOR
Registration Number:	5125581	IME14K
Registration Number:	5101863	ES14K
Registration Number:	5115865	GS14K
Serial Number:	86680254	ENTERPRISE FUSION ARCHITECTURE
Serial Number:	86680256	EFA
Serial Number:	86785764	DDN OMNI-CONNECT
Serial Number:	87040642	FLASHSCALE
Serial Number:	87426174	BIOSCALER
Serial Number:	87650447	WOS
Serial Number:	87674544	IME240
Serial Number:	87674547	IME140
Serial Number:	87886169	SFA200NV
Serial Number:	87886174	SFA7990
Serial Number:	87886180	SFA7990X
Serial Number:	87886184	SFA18K
Serial Number:	87886189	SFA18KX
Serial Number:	87930474	A3I
Serial Number:	87930482	AI200
Serial Number:	87930488	WHAMCLOUD2
Serial Number:	87650692	WOS

CORRESPONDENCE DATA

Fax Number: 3102774730

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: 310.284.6133

Email:	Grosenbaum@mwe.com, mrostovtsev@mwe.com, cvicino@mwe.com
Correspondent Name:	Gary B. Rosenbaum
Address Line 1:	McDermott Will & Emery LLP
Address Line 2:	2049 Century Park East, Suite 3800
Address Line 4:	Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Gary B. Rosenbaum
SIGNATURE:	/Gary B. Rosenbaum/
DATE SIGNED:	10/13/2018

Total Attachments: 12
source=DDN-TPC - DDN IP Security Agreement (Executed)#page1.tif
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PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a **Plain English Intellectual Property Security Agreement** dated as of October 3, 2018 by and between TRIPLEPOINT CAPITAL LLC, a Delaware limited liability company, and DATADIRECT NETWORKS, INC., a California corporation (the "Agreement").

The words "We", "Us", or "Our", refer to the grantee, which is TRIPLEPOINT CAPITAL LLC. The words "You" or "Your" refers to the grantor, which is DATADIRECT NETWORKS, INC. and not any individual. The words "the Parties" refers to both TRIPLEPOINT CAPITAL LLC and DATADIRECT NETWORKS, INC.

The Parties have entered into a Plain English Guaranty and Security Agreement dated as of August 31, 2018 (together with amendments, supplements, extensions and exhibits, and as amended, restated, supplemented or otherwise modified to the date hereof, collectively the "Underlying Security Agreement"). Pursuant to the Underlying Security Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Underlying Security Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. Underlying Security Agreement

This security interest is granted to secure the Guaranteed Obligations, under the Underlying Security Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Underlying Security Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Underlying Security Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at Our request, do all lawful acts and execute and deliver all proper documents or information that may be necessary or desirable to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary or desirable, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoint Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Guaranteed Obligations have been Paid in Full.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Underlying Security Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Underlying Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Agreement, the Underlying Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

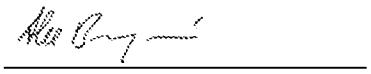
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You:	**DATADIRECT NETWORKS, INC.**
Signature:	
Print Name:	Alex Bouzari
Title:	Chief Executive Officer and Co-Founder

[SIGNATURE PAGE TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT – DATADIRECT NETWORKS, INC.]

SCHEDULE A

To Plain English Intellectual Property Security Agreement
Between TI ACQUISITION CORP., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)

PATENTS AND PATENT APPLICATIONS

See attached.

DataDirect Networks, Inc.
Registered Patents

CONFIDENTIAL
August 31, 2018

Patent #	Name	Status
US 6,453,345	Network Security and Surveillance System	Granted
US 7,127,668	Data Management Architecture	Granted
US 7,877,626	Method and System for Disk Storage Devices Rebuild in a Data Storage System	Granted
US 7,917,810	Method for Detecting Problematic Disk Drives and Disk Channels in a RAID Memory System Based on Command Processing Latency	Granted
US 8,006,128	Prioritized Rebuilding of a Storage Device	Granted
US 8,010,835	Storage Device Realignment (Hard Disk Realignment Among Groups of Disks to Reduce the Chance of Failure - Hot Spare Disk Balancing)	Granted
US 8,020,074	Method for Auto-Correction of Errors in a Raid Memory System	Granted
US 8,086,794	A System And Method For Data Migration Between Computer Cluster Architecture And Data Storage Devices	Granted
US 8,095,763	Method for Reducing Latency in a Raid Memory System While Maintaining Data Integrity	Granted
US 8,181,089	Continuation Method for Auto-Correction of Errors in a Solid-State Memory System	Granted
US 8,250,401	Continuation Storage Device Realignment	Granted
US 8,560,772	System and Method for Data Migration Between High-Performance Computing Architectures and Data Storage Devices	Granted
US 8,661,218	Continuation Method for Reducing Latency in a Solid-State Memory System	Granted
US 8,719,520	System and Method for Data Migration Between High-Performance Computing Architectures and Data Storage Devices with Increased Data Reliability and Integrity	Granted
US 8,751,836	Data Storage System and Method for Monitoring and Controlling the Power Budget in a Drive Enclosure Housing Data Storage Devices	Granted
US 8,843,447	Resilient Distributed Replicated Data Storage System	Granted
US 8,849,877	Object File System	Granted
US 8,874,956	Data Re-Protection In A Distributed Replicated Data Storage System	Granted
US 8,959,420	Data Storage System and Method for Data Migration Between High Performance Computing Architectures and Data Storage Devices Using Memory Controller with Embedded XOR Capability	Granted
US 8,983,967	A Data Storage System Having Mutable Objects Incorporating Time	Granted
US 9,020,893	Asynchronous Namespace Maintenance	Granted
US 9,092,152	Data Storage System Employing a Distributed Compute Engine Memory Controller with Embedded Logic and Arithmetic Functionality and Method for Data Migration Between High-Performance Computing Architecture and Data Storage Devices Using the Same	Granted
US 9,116,819	Reducing Metadata in a Write-Anywhere Storage System	Granted
US 9,122,699	Failure Resilient Distributed Replicated Data Storage System	Granted

DataDirect Networks, Inc.
Registered Patents

CONFIDENTIAL
August 31, 2018

Patent #	Name	Status
US 9,128,826	Data Storage Architecture and System for High Performance Computing	Granted
US 9,141,480	Handling Failed Transaction Peers in a Distributed Hash Table	Granted
US 9,152,649	Maintaining Order and Fault Tolerance in a Distributed Hash Table System	Granted
US 9,177,034	Searchable Data In An Object Storage System	Granted
US 9,189,493	Object File System - Continuation Application	Granted
US 9,189,494	Object File System - Continuation Application	Granted
US 9,213,489	Data Storage Architecture and System for High Performance Computing	Granted
US 9,223,654	Resilient Distributed Replicated Data Storage System	Granted
US 9,304,901	System and Method for Handling I/O Write Requests (SFX InstaCommit)	Granted
US 9,313,270	Adaptive Asynchronous Data Replication in Data Storage System	Granted
US9,378,088	Method and System for Reclamation of Distributed Dynamically Generated Erasure Groups for Data Migration Between High performance Computing Architectures and Data Storage Using Non-Deterministic Data Addressing	Granted
US9,454,533	Reducing Metadata in a Write-Anywhere Storage System	Granted
US 9,477,279	Data Storage System with Active Power Management and Method for Monitoring and Dynamical Control of Power Sharing Between Devices in Data Storage System	Granted
US 9,477,551	Method and System for Data Migration Between High Performance Computing Architectures and File System Using Distributed Parity Group Information Structures with Non-Deterministic Data Addressing	Granted
US 9,547,616	High Bandwidth Symmetrical Storage Controller	Granted
US 9,558,192	Centralized Parallel Burst Engine for High Performance Computing	Granted
US 9,558,206	Asymmetric Distributed Data Storage System	Granted
US 9,626,246	System and Method for I/O Optimized Data Migration Between High Performance Computing Entities and a Data Storage Supported by a De-Clustered RAID (DCR) Architecture with Vertical Execution of I/O Commands	Granted
US 9,628,299	Method and System for Data Transfer Between Compute Clusters and File System	Granted
US 9,639,457	Data Storage System and Method for Data Migration Between High-Performance Computing Architectures and Data Storage Devices Using Storage Controller with Distributed XOR Capability	Granted

DataDirect Networks, Inc.
Registered Patents

CONFIDENTIAL
August 31, 2018

Patent #	Name	Status
US 9,652,160	Method and System for Data Migration Between High Performance Computing Entities and a Data Storage Supported by a De-Clustered RAID (DCR) Architecture with I/O Activity Dynamically Controlled Based on Remaining Health of Data Storage	Granted
US 9,740,560	Failure Resilient Distributed Replicated Data Storage System	Granted
US 9,792,344	Asynchronous Namespace Maintenance	Granted
US 9,798,683	Minimizing Micro-Interruptions in High-Performance Computing	Granted
US 9,823,968	Data Storage System Employing a Variable Redundancy Distributed RAID Controller with Embedded RAID Logic and Method for Data Migration Between High-Performance Computing Architectures and Data Storage Devices Using the Same	Granted
US 9,824,041	Dual Access Memory Mapped Data Structure Memory	Granted
US 9,848,042	System and Method for Data Migration Between High Performance Computing Architectures and De-Clustered RAID Data Storage System with Automatic Data Redistribution	Granted
US 9,898,208	Storage System with Hybrid Logical Volumes Utilizing In-Band Hinting	Granted
US 9,898,485	Dynamic Context-Based Data Protection and Distribution	Granted
US 9,900,397	A System and Method for Scale-Out Node-Local Data Cashing Using Network-Attached Non-Volatile Memories	Granted
US 9,952,850	Automated Firmware Update with Rollback in a Data Storage System	Granted
US 9,959,062	Low Latency and Reduced Overhead Data Storage System and Method for Sharing Multiple Storage Devices by High Performance Computing Architectures	Granted
US 10,042,869	Method and System for Data Transfer Between Compute Clusters and File System	Granted
US 10,055,417	Centralized Parallel Burst Engine for High Performance Computing	Granted

DataDirect Networks, Inc. Patent Applications		
Application #	**Name**	**Status**
14/039,107	Second-Level Cache Splicing	Filed
14/270,207	Disconnected Ingest in a Distributed Storage System	Response filed 12/9/16
14/274,395	Using Network Addressable Non-Volatile Memory for High-Performance Node-Local Input/Output	Notice of Publication 11/13/14
14/659,109 CIP	A Data Storage System Having Mutable Objects Incorporating Time	Notice of Publication 7/2/15
14/694,931	Dynamic Data Protection and Distribution Responsive to External Information Sources	Notice of Allowance 10/27/2016
14/948,147	Data Replication in a Data Storage System Having a Disjointed Network	Filed
15/217,292	Method and System for Parallel file Operation in a Distributed Data Storage System with Mixed Types of Storage Media	Filed
16/020,266	System and Methods for a Non-Volatile Memory Optimized, Versioned Log-Structured MetaData Storage System with Efficient Data Retrieval	Filed

SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between TI ACQUISITION CORP., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

DDN TRADEMARKS						
Docket Number	Class	Mark	Serial No.	Registation No.	Registration Date	Status
D015.T09328US	009	WOS and Design	77761093	4112197	03/13/2012	Registered
D015.T09391US	009	SFX	85777905	4735685	05/12/2015	Registered
D015.T10018US	009	WOS	77919195	3840794	08/31/2010	Registered
D015.T10A35US	009	INFORMATION IN MOTION	85204243	4226358	10/16/2012	Registered
D015.T11056US	009	OBJECTASSURE	85230760	4276313	01/15/2013	Registered
D015.T11474US	009	NoFS	85382878	4543828	06/03/2014	Registered
D015.T11678US	009	STORAGE FUSION ARCHITECTURE	85507996	4186804	08/07/2012	Registered
D015.T11679US	009	STORAGE FUSION FABRIC	85465871	4286780	02/05/2013	Registered
D015.T11680US	009	IN-STORAGE PROCESSING	85465863	4315006	04/02/2013	Registered
D015.T11681US	009	SFA12K	85465874	4318083	04/09/2013	Registered
D015.T11682US	009	SFA10K	85518047	4321872	04/16/2013	Registered
D015.T12837US		STORAGE FUSION XCELERATOR	85777917	4724203	04/21/2015	Registered
D015.T13024US	009	HSCALER	85973477	4,436,667	11/19/2013	Registered
D015.T13104US	009	DIRECTMON	85896282	4,436,100	11/19/2013	Registered
D015.T13168US	009	DDN	86108474	4533709	05/20/2014	Registered
D015.T13841US	009	INFINITE MEMORY ENGINE	86087130	4786497	08/04/2015	Registered
D015.T13A13US	009	IME	86101021	4642439	11/18/2014	Registered
D015.T13A14US	009	SFA	86101028	4642440	11/18/2014	Registered
D015.T14630MP	009	DDN	1203880	1203880	04/02/2014	Registered
D015.T14I86US	009	GS7K	86419105	4779034	07/21/2015	Registered
D015.T14I87US	009	GS12K	86700193	4895832	02/02/2016	Registered
D015.T14J11US	009	GRIDSCALER	86424676	4747865	06/02/2015	Registered
D015.T14J32US		EXASCALER	86424683	4743646	05/26/2015	Registered
D015.T14K24US	009	STORAGESCALER	86424708	4747869	06/02/2015	Registered
D015.T14K25US	009	ReAct	86424951	4743647	05/26/2015	Registered
D015.T15414US	009	SFA14K	86549972	4984476	06/21/2016	Registered
D015.T15606US	009	MEDIAScaler	86576534	4,919,783	03/15/2016	Registered
D015.T15694US	009	DDN STORAGE	86590917	5087428	11/22/2016	Registered
D015.T15894US	042	DDN	86630456	5475858	05/22/2018	Registered
D015.T15895US	042	DDN STORAGE	86630458	5475859	05/22/2018	Registered
D015.T15C14US	009	ES7K	86680261	5087620	11/22/2016	Registered
D015.T15D43US	009	ES12K	86721875	4895873	02/02/2016	Registered
D015.T15K10US	009	ARCHIVE DIRECTOR	86822710	5066140	10/18/2016	Registered
D015.T15K34US	009	IME14K	86823428	5125581	01/17/2017	Registered
D015.T15L61US	009	ES14K	86855022	5101863	12/13/2016	Registered
D015.T15L62US	009	GS14K	86855020	5115865	01/03/2017	Registered
D015.T16I53EU	009	FLASHSCALE	16052326	16052326	04/20/2017	Registered
D015.T16I54JP	009	FLASHSCALE	2016-129263	5917907	01/27/2017	Registered
D015.T17I21EU	009	BIOSCALER	17306689	17306689	03/08/2018	Registered
D015.T17I22JP	009	BIOSCALER	2017-136494	6027814	03/16/2018	Registered
D015.T15C12US	009	Enterprise Fusion Architecture	86680254			Filed
D015.T15C13US	009	EFA	86680256			Filed

D015.T15H41US	009	DDN Omni-Connect	86785764			Filed
D015.T16760US	009	FLASHSCALE	87040642			Filed
D015.T17670	009	BIOSCALER	87426174			Filed
D015.T17I63US	009	WOS	87650447			Filed
D015.T17I64US	009	WOS logo	87650692			Filed
D015.T17J42US	009	IME240	87674544			Filed
D015.T17J43EU	009	IME240	17893949			Filed
D015.T17J44JP	009	IME240	2018-058791			Filed
D015.T17J45US	009	IME140	87674547			Filed
D015.T17J46EU	009	IME140	17893947			Filed
D015.T17J47JP	009	IME140	2018-058792			Filed
D015.T18616EU	009	WOS	17888920			Filed
D015.T18794US	009	SFA200NV	87886169			Filed
D015.T18795US	009	SFA7990	87886174			Filed
D015.T18796US	009	SFA7990X	87886180			Filed
D015.T18797US	009	SFA18K	87886184			Filed
D015.T18798US	009	SFA18KX	87886189			Filed
D015.T18848US	009	WOS logo				Docketed
D015.T18A08US	009	A3I	87930474			Filed
D015.T18A09US	009	AI200	87930482			Filed
D015.T18A10US	009		87930488			Filed
D015.T18617EU	009	WOS logo				Docketed
D015.T18848US	009	WOS logo				Docketed
D015.T18A19EU	009	A3I				Docketed
D015.T18A20EU	009	AI200				Docketed
D015.T18A21EU	009	WHAMCLOUD2				Docketed
D015.T18A25JP	009	A3I				Docketed
D015.T18A26JP	009	AI200				Docketed
D015.T18A27JP	009	WHAMCLOUD2				Docketed
D015.T18D08CN	009	DDN Storage logo	33083464			Filed
D015.T18D09CN	009	DataDirect Networks logo	33073700			Filed
D015.T18D20CN	009	DataDirect Networks	33064524			Filed
D015.T18D21CN	042	DataDirect Networks	33073635			Filed
D015.T18D22CN	009	DataDirect Networks logo	33078886			Filed
D015.T18D23CN	042	DataDirect Networks logo	33068666			Filed
D015.T18D24CN	009	DDN Storage	33083462			Filed
D015.T18D25CN	042	DDN Storage	33066236			Filed

SCHEDULE C

To Plain English Intellectual Property Security Agreement
Between TI ACQUISITION CORP., as You (Grantor)
and TRIPLEPOINT CAPITAL LLC, as Us (Grantee)

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

320952050.1