

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM525687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nautilus Data Technologies, Inc.		05/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Scott Lake Trust		
<b>Street Address:</b>	150, 3015 - 5th Avenue NE		
<b>City:</b>	Calgary, Alberta		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	T2A 6T8		
<b>Entity Type:</b>	Alter Ego Trust: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87726030	AUTONOMOUS DATA CENTER	
<b>Serial Number:</b>	88192716	NAUTILUS DIGITAL INFRASTRUCTURE	
<b>Registration Number:</b>	4712181		
<b>Registration Number:</b>	5376388	TRUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2162410816		
<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>Phone:</b>	216-622-8200		
<b>Email:</b>	ipdocket@calfee.com		
<b>Correspondent Name:</b>	Calfee, Halter & Griswold LLP		
<b>Address Line 1:</b>	1405 East Sixth Street		
<b>Address Line 2:</b>	The Calfee Building		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-1607		
<b>ATTORNEY DOCKET NUMBER:</b>	36470/04006		
<b>NAME OF SUBMITTER:</b>	Ryan W. Falk		
<b>SIGNATURE:</b>	/Ryan W. Falk/		
<b>DATE SIGNED:</b>	05/30/2019		
<b>Total Attachments: 6</b>			

CH \$115.00 87726030

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of May 29, 2019, is made by NAUTILUS DATA TECHNOLOGIES, INC., a Delaware corporation (the “**Borrower**”), in favor of SCOTT LAKE TRUST (the “**Lender**”).

WHEREAS, the Borrower has entered into a Credit and Security Agreement, dated as of the date hereof (the “**Credit and Security Agreement**”), with the Lender (the “**Lender**”).

WHEREAS, under the terms of the Credit and Security Agreement, the Borrower has granted to the Lender a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Borrower hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Borrower in, to, and under the following (the “**Trademark Collateral**”):

a. the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

b. all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

d. any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Lender.

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

4. Execution in Counterparts. This Trademark Security 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 Trademark Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

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

6. Governing Law. This Trademark Security 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 Trademark Security 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).

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NAUTILUS DATA TECHNOLOGIES, INC.

By: Paul Royere

Name: Paul Royere

Title: VP of Finance and Administration

Address for Notices:

5700 Stoneridge Mall Road, Suite 340

Pleasanton, CA 94588

Attn: VP of Finance and Administration

AGREED TO AND ACCEPTED:

SCOTT LAKE TRUST

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

Name:

Title:

Address for Notices:

150, 3015 – 5th Avenue NE

Calgary, AB T2A 6T8, Canada

Attn: President

ACKNOWLEDGMENT

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

)

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the \_\_\_\_\_ of NAUTILUS DATA TECHNOLOGIES, INC., and acknowledged the instrument to be the free act and deed of NAUTILUS DATA TECHNOLOGIES, INC. for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

Notary Public

Printed Name:

SEE ATTACHED  
CERTIFICATE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

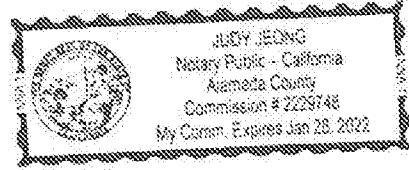
On 5-28-2019 before me, JUDY JEONG, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared PAUL ROYERE  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature] (Seal)



IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NAUTILUS DATA TECHNOLOGIES, INC.

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

Name:

Title:

Address for Notices:

5700 Stoneridge Mall Road, Suite 340

Pleasanton, CA 94588

Attn: Chief Executive Officer

AGREED TO AND ACCEPTED:

SCOTT LAKE TRUST

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

Name: J. Gary Ibbotson

Title: Trustee

Address for Notices:

150, 3015 - 5th Avenue NE

Calgary, AB T2A 6T8, Canada

Attn: Trustee

ACKNOWLEDGMENT

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

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the \_\_\_\_\_ of NAUTILUS DATA TECHNOLOGIES, INC., and acknowledged the instrument to be the free act and deed of NAUTILUS DATA TECHNOLOGIES, INC. for the uses and purposes mentioned in the instrument.

My Commission Expires: \_\_\_\_\_

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

Printed Name:

**SCHEDULE 1  
TRADEMARKS**

Trademark Applications -

Mark	Jurisdiction	Application Number	Application Date	Record Owner
AUTONOMOUS DATA CENTER	United States	87/726,030	12/19/2017	Nautilus Data Technologies, Inc.
NAUTILUS DIGITAL INFRASTRUCTURE	United States	88/192,716	11/13/2018	Nautilus Data Technologies, Inc.

Trademark Registrations -

Mark	Jurisdiction	Registration Number	Registrations Date	Record Owner
DESIGN	United States	4,712,181	03/31/2015	Nautilus Data Technologies
TRUE	United States	5,376,388	01/19/2018	Nautilus Data Technologies, Inc.