

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nautilus Data Technologies, Inc.		01/02/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scott Lake Holdings Inc., as Collateral Agent		
Street Address:	150, 3015 - 5th Avneue NE		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	AB T2A 6T8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4712181		
Registration Number:	5376388	TRUE	
Serial Number:	87726030	AUTONOMOUS DATA CENTER	
Serial Number:	88192716	NAUTILUS DIGITAL INFRASTRUCTURE	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		
Email:	qluflood@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	54846.009		
NAME OF SUBMITTER:	Qui Lu flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	01/06/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of January 2, 2020, is made by NAUTILUS DATA TECHNOLOGIES, INC., a Delaware corporation (the “**Borrower**”), in favor of SCOTT LAKE HOLDINGS INC., as collateral agent (the “**Collateral Agent**”) for the benefit of the Secured Parties (as defined in the Security Agreement).

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

WHEREAS, under the terms of the Security Agreement, the Borrower has granted to the Collateral Agent, for the benefit of the Secured Parties, 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 Collateral Agent 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 Collateral Agent.

3. Loan Documents. This Trademark Security 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 the Collateral Agent with respect to the Trademark

Collateral are as provided by the 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware 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.

DocuSigned by:
By: James Connaughton

Name: ^{49A37251AFFD45D...}**James L Connaughton**

Title: **President and CEO**

Address for Notices:

5700 Stoneridge Mall Road, Suite 340

Pleasanton, CA 94588

Attn: Chief Executive Officer

AGREED TO AND ACCEPTED:

SCOTT LAKE HOLDINGS INC., as Collateral Agent

By: _____

Name: J. Gary Ibbotson

Title:

Address for Notices:

150, 3015 – 5th Avenue NE

Calgary, AB T2A 6T8, Canada

Attn: President

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NAUTILUS DATA TECHNOLOGIES, INC.

By: _____

Name:

Title:

Address for Notices:

5700 Stoneridge Mall Road, Suite 340

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AGREED TO AND ACCEPTED:

SCOTT LAKE HOLDINGS INC., as Collateral Agent

By: _____

Name: J. Gary Ibbotson

Title:

Address for Notices:

150, 3015 - 5th Avenue NE

Calgary, AB T2A 6T8, Canada

Attn: President

**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.