

10-26-2001
101886760

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Rackspace, Ltd. 10/16/01
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Comerica Bank-California,
Internal successor by merger to
Address: Imperial Bank
Street Address: 226 Airport Parkway
City: San Jose State: CA Zip: 95110
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State California
 Other _____
If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: September 21, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76-199741;
76-196913; 76-196914;
75-833718; 75-835668
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
OCT 16 2001

5. Name and address of party to whom correspondence
concerning document should be mailed:
Name: Michael R. McDoniel
Internal Address: Locke Liddell & Sapp
Street Address: 100 Congress Avenue,
Suite 300
City: Austin State: TX Zip: 78701

6. Total number of applications and
registrations involved: 5
7. Total fee (37 CFR 3.41).....\$140.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document.
Michael R. McDoniel *Michael R McDoniel* 10-11-01
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 21, 2001 by and between IMPERIAL BANK ("Bank") and RACKSPACE, LTD., a Texas limited partnership corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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.

mm

GRANTOR:

Address of Grantor:

112 E. Pecan, Suite 600
San Antonio, Texas 78205

Attn: Graham Weston

RACKSPACE, LTD., a Texas limited partnership

By: Rackspace Management, LLC
a Delaware limited liability company
its General Partner

By: *Mark M...*

Title: *member*

BANK:

IMPERIAL BANK

Address of Bank:

226 Airport Parkway
San Jose, CA 95110

Attn: Corporate Banking Center

By: *T. D. Kitchell*

Title: *First Vice President*

mm
* However, nothing in this agreement shall prohibit or prevent Grantor from selling or licensing its intellectual property in any manner so long as such activity relating to the intellectual property is less than \$250,000. Grantor shall not require approval of BANK to ~~enter into or to~~ do these activities. *mm*
TJK

EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

44524:00006 : AUSTIN : 233992.2

TRADEMARK
REEL: 2389 FRAME: 0555

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INTENSIVECARE (WORDS ONLY)	76-199741	January 24, 2001
(DESIGN ONLY)	76-196913	January 19, 2001
RACKSPACE (WORDS ONLY)	76-196914	January 19, 2001
RACKSPACE.COM (WORDS AND DESIGN)	75-833718	August 22, 2000
RACKSPACE.COM (WORDS AND DESIGN)	75-835668	September 12, 2000