

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Rackable Systems, Inc.
721 Charcot Avenue
San Jose, California 95131

- 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: Rackable Corporation

Internal

Address: Suite 3350

Street Address: Four Embarcadero Center

City: San Francisco State: CA Zip: 94111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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: 12/20/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,561,285

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffery S. Norman

Internal Address: Suite 5300

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account and for any additional fees and changes

8. Deposit account number:

22-0440

DO NOT USE THIS SPACE

9. Signature.

Jeffery S. Norman
Name of Person Signing


Signature

4-10-2003

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

EXECUTION COPY

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of this 23th day of December, 2002 ("Effective Date"), by and between Rackable Systems, Inc., a Delaware corporation, with its principal office at 721 Charcot Avenue, San Jose, California 95131 ("Assignor"), and Rackable Corporation, a Delaware corporation, with its principal office at Four Embarcadero Center, Suite 3350, San Francisco, California 94111, c/o Parthenon Capital ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning ascribed to them in the Asset Acquisition Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Acquisition Agreement dated as of December 23, 2002 (the "Asset Acquisition Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee and Assignee has agreed to accept substantially all of the assets and properties relating to the Intellectual Property of Assignor's business, including, without limitation: (a) those United States trademark applications and registrations identified and set forth in Schedule A attached hereto; (b) those foreign trademark applications and registrations identified and set forth in Schedule B attached hereto; and (c) the goodwill of the business associated therewith (the foregoing collectively referred to as the "Marks");

WHEREAS, pursuant to the Asset Acquisition Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the Marks; and

WHEREAS, the execution and delivery of this Assignment by Assignor and Assignee are conditions to the consummation of the transactions contemplated by the Asset Acquisition Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same

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would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's sole expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any application for renewal of a registration covering any of the Marks; (2) in the prosecution or defense of any opposition, infringement, or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection for the Marks that Assignee may deem reasonably appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

This Assignment may be executed in one or more counterparts and by facsimile transmitted signature, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto.

[The remainder of this page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 20 day of December, 2002.

RACKABLE SYSTEMS, INC.

RACKABLE CORPORATION

[Signature]
Name: Giovanni Coglianese
Title: CEO

[Signature]
Name: Tom Barton
Title: CEO

STATE OF Ca.)
) SS.
COUNTY OF S.O.)

On this 20th day of Dec., 2002, there appeared before me Tom Barton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Rackable Systems, Inc.



[Signature]
Notary Public

STATE OF Ca.)
) SS.
COUNTY OF S.O.)

On this 20th day of Dec., 2002, there appeared before me Tom Barton, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Rackable Corporation.



[Signature]
Notary Public

SCHEDULE A

U.S. TRADEMARKS

| <u>Description</u> | <u>Registration/Application Number</u> | <u>Registration/Application Date</u> |
|--------------------|--|--|
| "Rackable Systems" | Reg. No. 2,561,285 | April 16, 2002 |

SCHEDULE B
FOREIGN TRADEMARKS

None.

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