

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RLX Technologies, Inc.		02/06/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank-California
Street Address:	9920 S. La Cienega Blvd., 14th Floor
City:	Inglewood
State/Country:	CALIFORNIA
Postal Code:	90301
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 20

Property Type	Number
Serial Number:	76361995
Serial Number:	76338292
Serial Number:	76293498
Serial Number:	76293446
Serial Number:	76279763
Serial Number:	76279753
Registration Number:	2642024
Serial Number:	76207651
Serial Number:	76207650
Serial Number:	76207624
Serial Number:	76207623
Serial Number:	76207622
Serial Number:	76207621
Serial Number:	76207579
Serial Number:	76207578

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Serial Number:	76207577
Serial Number:	76207576
Serial Number:	76207575
Serial Number:	76191363
Serial Number:	76191360

CORRESPONDENCE DATA

Fax Number: (214)999-9164
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-969-1544
Email: debra.villarreal@tklaw.com
Correspondent Name: Debra J. Villarreal
Address Line 1: 1700 Pacific Avenue, Suite 3300
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	017104.000100
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NAME OF SUBMITTER:	Trina Marie Brainard
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Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 6, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and RLX TECHNOLOGIES, INC., a Delaware 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.

GRANTOR:

RLX TECHNOLOGIES, INC.

By: *Allanpa*

Title: *CEO*

Address of Grantor:

25231 Grogan's Mill Road,
Suite 600
The Woodlands, Texas 77380-2174

By: *Herch*

Title: *VP & General Counsel*

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank-California
Commercial Loan Services Department
9920 S. La Cienega Blvd., 14th Floor
Inglewood, CA 90301

By: *Ma Bell*

Title: *Vice President*

Attn: Loan Documentation

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
High Density Web Service Chassis System and Method	US 6411506B1	06/25/02
Passive Midplane for Coupling Web Server Processing Card with a Network Interface	US 6325636B1	12/04/01
Single Board Web Server System and Method Patent Application	USSN 09/620,105	07/20/00
Web Server Network System and Method Patent Application	USSN 09/620,106	07/20/00
Data I/O System and Method Patent Application	USSN 09/620,409	07/20/00
Data I/O Management System and Method Patent Application	USSN 09/620,108	07/20/00
System and Method for Controlling Server Chassis Cooling Fans Patent Application	USSN 09/848,999	05/04/01
Server Chassis Hardware Master System and Method Patent Application	USSN 09/848,816	05/04/01
Embedded Server Chassis Hardware Master System and Method Patent Application	USSN 09/848,807	05/04/01
Console Information Storage System and Method Patent Application	USSN 10/039,051	12/31/01
Console Information Server System and Method Patent Application	USSN 10/039,129	12/31/01
Modular Server Processing Card System and Method Patent Application	USSN 10/251,432	09/19/02
Single Board Web Server System and Method Patent Application	US01/22289 (PCT)	

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Web Ecosystem	76-361,995	1/22/02
RLX System 106	76-338,292	11/15/01
RLXCare	76-293,498	7/16/02
Design Only	76-293,446	8/6/02
Managementblade	76-279,763	7/2/01
Bladeware	76-279,753	7/2/01
RLX Control Tower	2,642,024	10/29/02
RLX Webblade	76-207,651	6/11/02
RLX Appblade	76-207,650	7/9/92
RLX Serveblade Manager	76-207,624	2/9/01
RLX System 324	76-207,623	10/1/02
Redefining Server Economics	76-207,622	4/16/02
RLX Nasblade	76-207,621	8/13/02
RLX Bladearray	76-207,579	8/13/02
RLX Bladeserver	76-207,578	2/9/01
RLX Adminblade	76-207,577	6/11/02
RLX Blade manager	76-207,576	8/13/02
RLX Serverblade	76-207,575	2/9/01
RLX Technologies	76-191,363	7/16/02
RLX	76-191,360	5/28/02