

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GNJ, Inc.		08/22/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rackable Systems, Inc.		
Street Address:	1933 Milmont Drive		
City:	Milpitas		
State/Country:	CALIFORNIA		
Postal Code:	95035		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2561285	RACKABLE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(720)406-5301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-406-5300		
Email:	boxip@hhlaw.com		
Correspondent Name:	Tracy B. Gray		
Address Line 1:	8300 Greensboro Drive, Suite 1100		
Address Line 2:	Box Intellectual Property		
Address Line 4:	McLean, VIRGINIA 22102		
NAME OF SUBMITTER:	Tracy B. Gray		
Signature:	/tbg/		
Date:	09/02/2005		

CH \$40.00 2561285

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment") is entered into this 12 day of August, 2005, by and between GNJ, Inc., a ~~Delaware corporation~~ with offices located at ~~Four Embarcadero, Suite 3350, San Francisco, California 94111~~ ("Assignor") and Rackable Systems, Inc., a Delaware corporation with offices located at 1933 Milmont Drive, Milpitas, California 95035 ("Assignee").

WHEREAS, Assignor is the owner of a federal trademark registration for the mark RACKABLE SYSTEMS for "computer hardware comprising chassis, enclosure, power supply, cables", Registration No. 2,561,285 (the "Mark"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark from Assignor, and Assignor desires to assign the Mark to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts from Assignor, all right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including all federal and state trademark registrations and applications therefor. Assignee shall have the sole right to sue and collect damages and/or profits for both past and present infringements of the Mark.

2. Assignor shall make no further use of the Mark, nor shall Assignor challenge Assignee's use of the Mark either before or after the date of this Agreement.

3. Assignor represents and warrants (i) that it owns all right, title, and interest in and to the Mark together with the goodwill of the business symbolized by the Mark, including the federal registration therefor free and clear of all encumbrances, (ii) that it has not licensed the Mark to any other person or entity or granted any rights with respect to the Mark to any other person or entity.

4. In order to establish Assignee's ownership of the Mark, Assignor shall execute and deliver to Assignee the Trademark Assignment, attached hereto as Exhibit A. At any time, and from time to time after the date hereof, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action at Assignee's expense as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee and to confirm Assignee's title to the Mark and any and all federal and state registrations thereof or applications therefor, and to assist Assignee in exercising all rights with respect thereto.

5. Assignee, at its own cost and expense, shall file the fully executed Trademark Assignment attached hereto with the United States Patent and Trademark Office.

6. This Assignment constitutes the entire agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements and understandings between the parties. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

ASSIGNOR:

GNJ, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:

Rackable Systems, Inc.

By: _____

Name: _____

Title: _____

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Exhibit A

IN THE UNITED STATES TRADEMARK OFFICE

Mark: RACKABLE SYSTEMS
Registration No.: 2,561,285

TRADEMARK ASSIGNMENT

WHEREAS, GNJ, Inc., a ~~Delaware corporation, with offices located at Four Embarcadero, Suite 3350, San Francisco, California 94111~~ (the "Assignor"), owns the federal trademark registration of the mark "RACKABLE SYSTEMS," Registration No. 2,561,285, filed July 5 ,2000 and registered April 16, 2002 (the "Mark"); and

WHEREAS, Rackable Systems, Inc., a Delaware corporation, with offices located at 1933 Milmont Drive, Milpitas, California 95035 ("Assignee"), desires to acquire all right, title and interest in and to the Mark, including the registration thereof.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the right to sue and collect damages and/or profits for past infringements of the Mark.

August 22, 2005

GNJ, Inc.

By: 

Name: NIKOLAI GALLO

Title: _____

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ACKNOWLEDGMENT

STATE OF CALIFORNIA

On this 22 day of August, 2005, before me, the undersigned, a Notary Public of the State of California, duly commissioned and sworn, personally appeared Nikolai Gallo, ~~personally known to me~~ or proved to me on the basis of satisfactory evidence to be the person(s) who executed the within instrument as the PERSON, on behalf of GNJ, Inc., a Delaware corporation, and acknowledged to me that such corporation executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year in this certificate first above written.

Dated: August 22, 2005.



Sheila Meinecke
Sheila Meinecke
NOTARY PUBLIC