

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Intellectual Property Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Linux Networx, Inc.		09/05/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LB I Group Inc.
Street Address:	399 Park Avenue, 9th Floor
Internal Address:	c/o Lehman Brothers Inc., Attention: Eric Salzman
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3011701	ICEBOX
Registration Number:	2896522	LINUX NETWORK
Registration Number:	2568116	CLUSTERWORX
Registration Number:	2714075	EVOLOCITY
Serial Number:	78764831	
Serial Number:	78764849	LINUX NETWORK
Serial Number:	76122809	LINUX NETWORK
Serial Number:	78822090	LS-1
Serial Number:	78822096	LS/X
Serial Number:	78822099	LINUX SUPERCOMPUTING
Serial Number:	78822106	LINUX SUPERSYSTEMS
Serial Number:	78823074	ATC
Serial Number:	78854514	LNXI

OP \$340.00 3011701

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Julie L. Dalke
Address Line 1: 650 Town Center Drive, 20th Floor
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	023299-0380
NAME OF SUBMITTER:	Julie L. Dalke
Signature:	/juliedalke/
Date:	09/06/2006

Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 5, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of LB I Group Inc., as collateral agent (in such capacity, the "Collateral Agent") for the Holders (as defined in the Purchase Agreement referred to below). Capitalized terms not defined herein shall have the meaning provided to them in the Pledge and Security Agreement, dated September 5, 2006, between each of the Grantors (as defined therein) thereto and LB I Group Inc., as collateral agent.

WHEREAS, reference is made to that certain Purchase Agreement, dated as of the date hereof (as it may be amended, restated, supplemented, refinanced, replaced or otherwise modified from time to time, the "Purchase Agreement"), by and among Linux Networx, Inc. ("Company") and certain subsidiaries of the Company, as guarantors thereunder, the entities party thereto from time to time as Holders (the "Holders"), LB I Group Inc., as Collateral Agent.

WHEREAS, it is a condition precedent to the obligation of the purchasers to purchase Notes under the Purchase Agreement that the Grantors have granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Holders, and have agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Secured Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights"); and

(d) any and all proceeds of the foregoing.


SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

Linux Networx, Inc.,
as Grantor

By: 
Name: Robert Ewald
Title: Chairman & CEO

COPYRIGHTS

None.

PATENTS

Company/Grantor	Patent	Issue Date/ (Filing Date)	Status	Patent No./ (App. No.)
Linux Networx, Inc.	Sub Rack Based Vertical Housing for Computer Systems	11/26/02 (9/18/01)	U.S. - Issued	6,487,080
	Sub Rack Based Vertical Housing for Computer Systems	12/9/03 (9/23/02)	U.S. - Issued	6,661,667
	Sub Rack Based Vertical Housing for Computer Systems	1/25/05 (12/15/04)	U.S. - Issued	6,847,526
	Ventilated Housing for Electronic Components	12/13/05 (5/9/03)	U.S. - Issued	6,975,510
	Apparatus and Method for Maximizing Equipment Storage Density	3/1/05 (7/9/02)	U.S. - Issued	6,862,187
	Apparatus and Method for Maximizing Storage Density	6/14/05 (6/24/04)	U.S. - Issued	6,906,925
	Systems and Methods for Monitoring and Managing One or More Computer Systems	(8/20/02)	U.S. - Pending	10/224,104
	Sub Rack Based Vertical Housing for Computer Systems	(12/15/04)	U.S. - Pending	11/012,591
	Ventilated Housing for Electronic Components	(9/21/05)	U.S. - Pending	11/232,399
	Sub Rack Based Vertical Housing for Computer Systems	(3/22/06)	U.S. - Pending	11/386,382

TRADEMARKS

Company/Grantor	Trademark	Reg. Date/ (File Date)	Status	Reg. No./ (App. No.)
Linux Networx, Inc.	Icebox	11/1/05 (9/5/01)	SECTION 1. U .S. - ISSUED	3,011,701 (76/308,934)
	Linux Networx and Design	10/26/04 (9/8/00)	SECTION 2. U .S. - ISSUED	2,896,522 (76/124,835)

Company/Grantor	Trademark	Reg. Date/ (File Date)	Status	Reg. No./ (App. No.)
	Clusterworx	5/7/02 (1/13/00)	SECTION 3. U .S. - ISSUED	2,568,116 (75/895,390)
	Evolocity	5/6/03 (8/22/00)	SECTION 4. U .S. - ISSUED	2,714,075 (76/114,918)
	Cube Design	(12/1/05)	SECTION 5. U .S. - PENDING	(78/764,831)
	Cube Design with the words "Linux Network"	(12/1/05)	SECTION 6. U .S. - PENDING	(78/764,849)
	The Linux Supercomputing Company	(12/5/02)	SECTION 7. U .S. - PENDING	(76/122,809)
	LS-1	(2/23/06)	SECTION 8. U .S. - PENDING	(78/822,090)
	LS/X	(2/23/06)	U.S. - Pending	(78/822,096)
	Linux Supercomputing	(2/23/06)	U.S. - Pending	(78/822,099)
	Linux Supersystems	(2/23/06)	U.S. - Pending	(78/822,106)
	ATC	(2/24/06)	U.S. - Pending	(78/823,074)
	LNXI	(4/5/06)	U.S. - Pending	(78/854,514)