

Form PTO-1594 (Rev. 07/05)
 OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies): Surgient, Inc</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Delaware</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Square 1 Bank</u> Internal Address: <u>Jennifer Howard</u> Street Address: <u>406 Blackwell St. Suite 240</u> City: <u>Durham</u> State: <u>NC</u> Country: _____ Zip: <u>27701</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>NC</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>11/30/07</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,675,560</u></p> <p style="text-align: right;">Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
 SURGIENT NETWORKS (See Exhibit C attached hereto)

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jennifer Howard</u> Internal Address: <u>Square 1 Bank</u> Street Address: <u>406 Blackwell St.</u> Suite: <u>240</u> City: <u>Durham</u> State: <u>NC</u> Zip: <u>27701</u> Phone Number: <u>919-314-3123</u> Fax Number: <u>919-314-3110</u> Email Address: <u>JHoward@square1bank.com</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ <u>65.00</u></p> <p><input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number <u>50-3822</u> Authorized User Name <u>Jennifer Howard</u></p>
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<p>9. Signature: <u>Jennifer Howard / JHC</u> _____ Signature</p> <p style="text-align: center;">_____ Jennifer Howard Name of Person Signing</p>	<p style="text-align: right;">Date: <u>01/08/2008</u></p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 6</p>
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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 503822 2675560

EXHIBIT B

PATENTS

Description	Status	Filing Date / Issue Date	App. No. / Patent No.
VIRTUALIZED LOGICAL SERVER CLOUD PROVIDING NON-DETERMINISTIC ALLOCATION OF LOGICAL ATTRIBUTES OF LOGICAL SERVERS TO PHYSICAL RESOURCES	Issued	Filed 9/5/2001 Issued 4/12/2005	App. No: 10/100,216 Patent No: 6,880,002
VIRTUAL SERVER CLOUD INTERFACING	Pending	Filed 4/17/2002	App. No. 10/124,195
NEAR ON-LINE SERVERS	Issued	Filed 7/25/2002 Issued 1/24/2006	App. No: 10/202,754 Patent No: 6,990,666
SERVER FILE MANAGEMENT	Issued	Filed 5/13/2004 Issued: 8/14/2007	App. No. 10/844,924 Patent No. 7,257,584
SHARED NOTHING VIRTUAL CLUSTER	Issued	Filed 6/1/2004 Issued 10/23/07	App. No.: 10/858,295 Patent No. 7,287,186
NETWORK ABSTRACTION AND ISOLATION LAYER FOR MASQUERADING MACHINE IDENTITY OF A COMPUTER	Pending	Filed 9/24/2004	App. No. 10/950,355
HARDWARE AGNOSTIC MANIPULATION AND MANAGEMENT OF IMAGE RESOURCES	Pending	Filed 4/13/2004	App. No. 10/823,342
NETWORK ABSTRACTION AND ISOLATION LAYER RULES-BASED FEDERATION AND MASQUERADING	Pending	Filed 2/9/2005	App. No. 11/053,770
LOGICAL SERVER DIRECT AND PROGRAMMABLE COMMUNICATION INTERFACE	Pending	Filed 5/5/2005	App. No. 11/122,902
CAPACITY POOLING FOR ON-DEMAND APPLICATION DELIVERY	Pending	Filed 3/23/2007	App. No. 11/680,254

TRADEMARK

REEL: 003691 FRAME: 0987

EXHIBIT C**REGISTERED TRADEMARKS**

Mark (Class)	Reg. Date	Reg. No.
SURGIENT NETWORKS (International Class 9)	01/14/2003	2,675,560
SURGIENT NETWORKS (International Classes 37 and 42)	09/23/2003	2,767,375

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 30, 2007 by and between SQUARE 1 BANK ("**Bank**") and Surgient, 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 extend and to continue to extend financial accommodations 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 Exhibits 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 (which has not been abandoned) with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor and Bank agree that upon achievement by Grantor of positive cash flow, as defined under GAAP, Bank's security interest in Intellectual Property Collateral shall be automatically released and this Agreement shall terminate, and, contingent upon receipt of a request from Grantor and payment by Grantor of any fees associated therewith, Bank agrees to execute any necessary documents and make any necessary filings to evidence such release, including without limitation: (i) the execution of any necessary documents to terminate the Intellectual Property Security Agreement and the filing of such documents with the U.S. Patent and Trademark Office or U.S. Copyright Office, as applicable; and (ii) the filing of applicable UCC release statements.

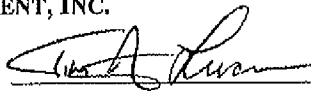
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8303 N MoPac Expy., Suite C-300
Austin, Texas 78759

SURGIENT, INC.

By: 

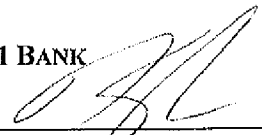
Title: PRESIDENT & CEO

BANK:

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

SQUARE 1 BANK

By: 

Title: AVP



EXHIBIT A
REGISTERED COPYRIGHTS

None.