

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement under that certain Loan Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Surgient, Inc.		07/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Escalate Capital I, L.P.		
<b>Street Address:</b>	300 West Sixth Street; Suite 2250		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78701		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2675560	SURGIENT NETWORKS	
<b>Registration Number:</b>	2767375	SURGIENT NETWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	V. Craig Belair		
<b>Address Line 1:</b>	2001 Ross Avenue; Suite 3000		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	023854.0117		
<b>NAME OF SUBMITTER:</b>	V. Craig Belair		
<b>Signature:</b>	/V. Craig Belair/		

OP \$65.00 2675560

Date:

10/22/2008

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 30, 2008 by and between Escalate Capital I, L.P. ("Lender") and Surgient, Inc., a Delaware corporation ("Borrower").

### RECITALS

Lender has agreed to make certain advances of money and to extend certain financial accommodations to Borrower under that certain Loan and Security Agreement by and between Lender and Borrower dated of even date herewith (as amended from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in its personal property.

NOW, THEREFORE, Borrower agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Lender, Borrower grants to Lender a security interest in all of Borrower's right, title and interest in, its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto) and 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. Borrower represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature page follows.]


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.

Address of Borrower:

Surgient, Inc.  
8303 MoPac  
Suite C-300  
Austin, TX 78759

**BORROWER:**

SURGIENT, INC.

By:   
Name: Tom A Lucas  
Title: CEO

Address of Lender:

Escalate Capital I, L.P.  
300 West Sixth Street, Suite 2250  
Austin, TX 78701

**LENDER:**

ESCALATE CAPITAL I, L.P.,  
a Delaware limited partnership

By: Escalate Capital Management I,  
its general partner  
  
By: EC Management I, L.P.,  
a general partner  
  
By: Escalate Capital Management Co., LLC,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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.

Address of Borrower:

Surgient, Inc.  
8303 MoPac  
Suite C-300  
Austin, TX 78759

**BORROWER:**

SURGIENT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address of Lender:

Escalate Capital I, L.P.  
300 West Sixth Street, Suite 2250  
Austin, TX 78701

**LENDER:**

ESCALATE CAPITAL I, L.P.,  
a Delaware limited partnership

By: Escalate Capital Management I,  
its general partner

By: EC Management I, L.P.,  
a general partner

By: Escalate Capital Management Co., LLC,  
its general partner

By:  \_\_\_\_\_

Name: Ross Cockrell

Title: Member

SCHEDULE A  
Copyrights

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

SCHEDULE B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
VIRTUALIZED LOGICAL SERVER CLOUD PROVIDING NON-DETERMINISTIC ALLOCATION OF LOGICAL ATTRIBUTES OF LOGICAL SERVERS TO PHYSICAL RESOURCES	App. No: 10/100,216 Patent No: 6,880,002	Filed: 9/5/2001  Issued: 4/12/2005
VIRTUALIZED LOGICAL SERVER CLOUD	App. No: 02 759 534.7-2212 (Foreign Patent)	Filed: 3/17/2004
VIRTUAL SERVER CLOUD INTERFACING	App. No: 10/124,195	Filed: 4/17/2002
NEAR ON-LINE SERVERS	App. No: 10/202,754 Patent No: 6,990,666	Filed: 7/25/2002  Issued: 1/24/2006
SERVER FILE MANAGEMENT	App. No: 10/884,924 Patent No: 7,257,584	Filed: 5/13/2004  Issued: 8/14/2007
SHARED NOTHING VIRTUAL CLUSTER	App. No: 10/858,295 Patent No: 7,287,186	Filed: 6/1/2004  Issued: 10/23/2007
NETWORK ABSTRACTION AND ISOLATION LAYER FOR MASQUERADING MACHINE IDENTITY OF A COMPUTER	App. No: 10/950,355	Filed: 9/24/2004
HARDWARE AGNOSTIC MANIPULATION AND MANAGEMENT OF IMAGE RESOURCES	App. No: 10/823,342	Filed: 4/13/2004
NETWORK ABSTRACTION AND ISOLATION LAYER RULES-BASED FEDERATION AND MASQUERADING	App. No: 11/053,770	Filed: 2/9/2005
LOGICAL SERVER DIRECT AND PROGRAMMABLE COMMUNICATION INTERFACE	App. No: 11/122,902	Filed: 5/5/2005
CAPACITY POOLING FOR ON-DEMAND APPLICATION DELIVERY	App. No: 11/680,254	Filed: 3/23/2007

SCHEDULE C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SURGIENT NETWORKS (International Class 9)	2,675,560	01/14/2003
SURGIENT NETWORKS (International Classes 37 and 42)	2,767,375	09/23/2003

023854.0117485469

RECORDED: 10/22/2008

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