

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
Verari Systems, Inc.		02/10/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Carlyle Venture Partners II, L.P.		
Street Address:	555 California Street, Suite 3450		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2923852	CHAMPION/PRO	
Registration Number:	2967622	SEEWITHIN/PRO	
Registration Number:	2803163	FELIX	
Registration Number:	2792604	CYCLES @ WORK	
Registration Number:	2401804	VSI/PRO	
Registration Number:	2705433	ESSENTIAL MIDDLEWARE SOLUTIONS	
Registration Number:	2711357	MPI SOFTWARE TECHNOLOGY	
Registration Number:	2403801	MPI/PRO	
Registration Number:	3182614	VERARI SYSTEMS SOFTWARE	
Registration Number:	2872960	BLADERACK	
Registration Number:	2536777	RACKSAVER	
Registration Number:	2937500	NICE RACK	
Registration Number:	3230538	VERARI SYSTEMS	
Registration Number:	3318994	VERARI COMMAND CENTER	

CH \$390.00 2923852

Registration Number:

3361829

BLADES WITHOUT BOUNDARIES

CORRESPONDENCE DATA

Fax Number: (858)509-4010

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 858-509-4071

Email: sdipdocket@pillsburylaw.com

Correspondent Name: Michelle L. Mehok

Address Line 1: 12255 El Camino Real, Suite 300

Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:

Michelle L. Mehok

Signature:

/michelle mehok/

Date:

04/17/2009

Total Attachments: 27

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VERARI SYSTEMS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, modified or otherwise supplemented from time to time, this "**Security Agreement**"), dated as of February 10, 2009, is executed by Verari Systems, Inc., a Delaware corporation (together with its successors and assigns, "**Company**"), in favor of Collateral Agent (as herein defined) on behalf of the investors signing a counterpart signature page hereto (together with their successors and assigns as permitted under the Purchase Agreement, the "**Investors**").

RECITALS

A. Company and the Investors have entered into a Note Purchase Agreement, dated as of the date hereof (the "**Purchase Agreement**"), pursuant to which Company is issuing subordinated secured convertible promissory notes dated as of the date hereof (as amended, modified or otherwise supplemented from time to time, each, a "**Note**" and, collectively, the "**Notes**") in favor of the Investors.

B. In order to induce each Investor to extend the credit evidenced by the Notes, Company has agreed to enter into this Security Agreement and to grant Collateral Agent, for the benefit of itself and the Investors, the security interest in the Collateral described below.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Company hereby agrees with Collateral Agent and the Investors as follows:

1. **Definitions.** When used in this Security Agreement, the following terms have the following respective meanings:

(a) "**Collateral**" means: (i) all of Company's right, title and interest in and to all License Rights, patents, trademarks and service marks, trademark, patent or service mark registrations, trade names, and patent, trademark or service mark applications listed on Schedule 1 attached hereto and made a part hereof; (ii) all renewals thereof; (iii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof; (iv) all rights to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) together in each case with the goodwill of Company's business connected with the use of, and symbolized by, such marks and rights.

(b) "**License Rights**" means Company's entire right, title and interest in, to and under all license agreements with any person or entity, whether Company is licensor or licensee, with respect to any patents, trademarks, service marks, or trade names listed on Schedule 1.

(c) "**Obligations**" means all loans, advances, debts, liabilities, covenants, duties and obligations, howsoever arising, owed by Company to Collateral Agent and the Investors of every kind and description (whether or not evidenced by any note or instrument and whether or not for the payment of money), now existing or hereafter arising under or pursuant to the terms of the Notes and the other Transaction Documents, including, all interest, fees, charges, expenses, attorneys' fees and costs and accountants' fees and costs chargeable to and payable by Company hereunder and thereunder, in each case, whether direct or indirect, absolute or contingent, due or to become due, and whether or not arising after the commencement of a proceeding under Title 11 of the United States Code (11 U.S.C. Section 101 et seq.), as amended from time to time (including post-petition interest) and whether or not allowed or allowable as a claim in any such proceeding; *provided, however*, that the Repayment Premium (as defined in the Notes) shall not constitute Obligations for purposes of this Security Agreement.

All capitalized terms not otherwise defined herein have the respective meanings given in the Notes.

2. **Grant of Security Interest.** As security for the full and prompt payment and performance of the Obligations, Company hereby pledges to Collateral Agent and grants to Collateral Agent a security interest in all right, title and interests of Company in and to all of the Collateral.

3. **General Representations and Warranties.** Company represents and warrants to Collateral Agent and the Investors as follows:

(a) Company is the sole and exclusive owner of the entire and encumbered right, title and interest in and to each of the Collateral free and clear of any liens, charges and encumbrances, except as otherwise disclosed in Schedule 1.

(b) Each patent, trademark, service mark, trade name, trademark and service mark registration, and application for patent, trademark or service mark registration identified in Schedule 1 is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered patent, trademark and service mark and each application for patent, trademark and service mark registration is valid, registered or registrable and enforceable. Except as otherwise disclosed in Schedule 1, Company is not aware of any prior use of any item of Collateral which could lead to that item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with that item.

(c) Company has not granted any license, release, covenant not to sue, or non-assertion assurance to any third person with respect to any part of the Collateral, except as otherwise disclosed in Schedule 1.

(d) Company has used reasonable and proper statutory notice in connection with its use of each registered patent, trademark and service mark.

(e) The current conduct of Company's business does not conflict with or infringe any proprietary right of any third party in any way which materially adversely affects the business, financial condition or business prospects of Company and no one has asserted to

Company that the conduct of Company's business conflicts with or infringes any valid proprietary right of any third party in any way which materially adversely affects the business, financial condition or business prospects of Company.

(f) The License Rights are in full force and effect, and Company is not in default of any of the License Rights and no event has occurred which with notice or the passage of time, or both, might constitute a default by Company under any of the License Rights.

(g) No authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required for the grant by Company of the liens and security interests granted hereby or for the execution, delivery or performance of this Security Agreement by Company, other than routine action which may be required after the date hereof to maintain rights in the trademarks, or for the perfection of or the exercise by Collateral Agent of its rights and remedies hereunder.

4. **Further Assurances.**

(a) Company agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Collateral Agent may reasonably request, in order: (i) to continue, perfect and protect the assignment and the security interest granted or purported to be granted hereby; or (ii) to enable Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral. Without limiting the generality of the foregoing, Company will execute and file such financing or continuation statements, security agreements (or additions to schedules thereto) for filing with the U.S. Patent and Trademark Office, and any other instruments or notices as may be necessary or desirable, or as Collateral Agent may reasonably request, in order to perfect and preserve the security interest granted or purported to be granted hereby.

(b) Company hereby authorizes Collateral Agent to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Company where permitted by law.

(c) Company will furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Collateral Agent may reasonably request, all in reasonable detail.

(d) Company agrees that if it applies for registration of any Collateral not presently registered with the U.S. Patent and Trademark Office it will give prompt written notice thereof to Collateral Agent, and Company authorizes Collateral Agent to modify this Security Agreement by amending Schedule 1 to include the application and registration information.

(e) With respect to the Collateral, Company agrees to take all necessary steps in any proceeding before the U.S. Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered patent, trademark, service mark, and trademark or service mark registration, and to

pursue each application for patent, trademark or service mark registration now or hereafter included in the Collateral, including the filing of applications for renewal, the payment of maintenance fees, and participation in opposition, interference and infringement proceedings. Any expenses incurred in connection with such activities will be borne by Company. Without the prior written consent of Collateral Agent, Company, with regard to the Collateral, will not abandon any right to file an application for patent, trademark or service mark registration, or abandon any pending application, registration, patent, trademark or service mark.

(f) Company agrees to notify Collateral Agent immediately if Company learns: (i) that any item of the Collateral may become abandoned; (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the U.S. Patent and Trademark Office or any court) regarding any item of the Collateral; or (iii) that it is or potentially could be in default of any of the License Rights.

(g) If Company becomes aware that any item of the Collateral is infringed or misappropriated by a third party, Company will promptly notify Collateral Agent and will promptly sue for infringement or misappropriation and for recovery of all damages caused by the infringement or misappropriation, and will take such other actions as Company deems appropriate under the circumstances to protect the Collateral. Any expense incurred in connection with such activities will be borne by Company.

(h) Company will continue to use reasonable and proper statutory notice in connection with its use of each of the Trademark Collateral which is a registered patent, trademark or service mark.

5. **Authorized Action by Collateral Agent.** Company hereby irrevocably appoints Collateral Agent as its attorney-in-fact (which appointment is coupled with an interest) and agrees that Collateral Agent may perform (but Collateral Agent will not be obligated to and will incur no liability to Company or any third party for failure so to do) any act which Company is obligated by this Security Agreement to perform and to exercise such rights and powers as Company might exercise with respect to the Collateral. Company agrees to reimburse Collateral Agent upon demand for any reasonable costs and expenses, including attorneys' fees, Collateral Agent may incur while acting as Company's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations. Without limiting the generality of the foregoing provisions, Collateral Agent is authorized to file any documents reasonably deemed necessary or appropriate to perfect the security interests granted herein.

6. **Collateral Agent.**

(a) The Investors hereby appoint Carlyle Venture Partners II, L.P. as collateral agent for the Investors under this Security Agreement (in such capacity, "**Collateral Agent**") to serve from the date hereof until the termination of the Security Agreement.

(b) If Company fails to perform any of its obligations contained herein, Collateral Agent may itself perform, or cause performance of, those obligations, and the expenses of Collateral Agent incurred in connection therewith will be payable by Company under Section 7.

(c) Collateral Agent, or its designated representatives, has the right, at all times, to inspect Company's premises and to examine Company's books, records and operations relating to the Collateral.

(d) The powers conferred on Collateral Agent hereunder are solely to protect its interest in the Collateral and will not impose any duty upon Collateral Agent to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Collateral Agent has no duty as to any Collateral, or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Collateral Agent will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property.

7. **Company Indemnity.**

(a) Company will pay all reasonable out-of-pocket expenses incurred by the Investors (including the reasonable fees, charges and disbursements of counsel) in connection with the preparation, negotiation, execution, delivery and administration of this Security Agreement and exercise of rights and remedies hereunder.

(b) Company will indemnify the Investors and each Investor's officers, directors, employees, owners, agents and advisors (each such Person being called an "**Indemnitee**") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by Company arising out of, in connection with, or as a result of (i) the execution, delivery and administration of this Security Agreement and exercise of rights and remedies hereunder or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Company, and regardless of whether any Indemnitee is a party thereto. However, this indemnity will not, as to any Indemnitee, be available to the extent that losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of that Indemnitee.

(c) To the fullest extent permitted by applicable law, Company will not assert, and hereby waives, any claim against any Indemnitee on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Security Agreement, the administration of this Security Agreement or the exercise of rights and remedies hereunder.

(d) All amounts due under this Section 7 will be payable promptly upon demand therefor.

(e) This Section 7 will survive the payment in full and performance of all of Company's other Obligations.

8. **Miscellaneous.**

(a) **Notices.** Except as otherwise provided herein, all notices, requests, demands, consents, instructions or other communications to or upon Company or Collateral Agent under this Security Agreement will be in writing and faxed, mailed or delivered to each party to the facsimile number or its address set forth below (or to such other facsimile number or address as the recipient of any notice has notified the other in writing). All such notices and communications will be effective: (a) when sent by Federal Express or other overnight service of recognized standing, on the business day following the deposit with such service; (b) when mailed, by registered or certified mail, first class postage prepaid and addressed as aforesaid through the United States Postal Service, upon receipt; (c) when delivered by hand, upon delivery; and (d) when faxed, upon confirmation of receipt.

Collateral Agent:

Carlyle Venture Partners II, L.P.
Attn: Robert E. Grady
555 California Street
Suite 3450
San Francisco, California 94104
Facsimile: 415-678-3510

Company:

Verari Systems, Inc.
9449 Carroll Park Drive,
San Diego, CA 92121
Attention: Chief Executive Officer and Chief Financial Officer
Facsimile: (858) 874-3838

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP
12255 El Camino Real, Suite 300
San Diego, CA 92130
Attention: Mike Hird
Facsimile: (858) 509-4010

(b) **Nonwaiver.** No failure or delay on Collateral Agent's part in exercising any right hereunder will operate as a waiver thereof or of any other right nor will any single or partial exercise of any such right preclude any other further exercise thereof or of any other right.

(c) **Amendments and Waivers.** This Security Agreement may not be amended or modified, nor may any of its terms be waived, except by written instruments signed by Company and Collateral Agent (as approved by the Majority in Interest, as defined in the Notes). Each waiver or consent under any provision hereof will be effective only in the specific instances for the purpose for which given.

(d) **Assignments.** This Security Agreement will be binding upon and inure to the benefit of Collateral Agent and Company and their respective successors and assigns. However, Company may not sell, assign or delegate rights and obligations hereunder without the prior written consent of Collateral Agent.

(e) **Cumulative Rights, Etc.** The rights, powers and remedies of Collateral Agent under this Security Agreement are in addition to all rights, powers and remedies given to Collateral Agent by virtue of any applicable law, rule or regulation of any governmental authority, or any other agreement, all of which rights, powers, and remedies are cumulative and may be exercised successively or concurrently without impairing Collateral Agent's rights hereunder. Company waives any right to require Collateral Agent to proceed against any person or entity or to exhaust any Collateral or to pursue any remedy in Collateral Agent's power.

(f) **Partial Invalidity.** If at any time any provision of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under the law or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired thereby.

(g) **Construction.** This Security Agreement is the result of negotiations among, and has been reviewed by, Company, Investors, Collateral Agent and their respective counsel. Accordingly, this Security Agreement will be deemed to be the product of all parties hereto, and no ambiguity will be construed in favor of or against Company, Investors or Collateral Agent.

(h) **Entire Agreement.** This Security Agreement and the other Transaction Documents constitute and contain the entire agreement of Company, Investors and Collateral Agent and supersede any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

(i) **Other Interpretive Provisions.** References in this Security Agreement and each of the other Transaction Documents to any document, instrument or agreement (i) includes all exhibits, schedules and other attachments thereto, (ii) includes all documents, instruments or agreements issued or executed in replacement thereof, and (iii) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Security Agreement or any other Transaction Document refer to this Security Agreement or such other Transaction Document, as the case may be, as a whole and not to any particular provision of this Security Agreement or such other Transaction Document, as the case may be. The words "include" and "including" and words of similar import when used in this Security Agreement or any other Transaction Document will not be construed to be limiting or exclusive.

(j) **Counterparts.** This Security Agreement may be executed in any number of counterparts, each of which is an original, but all of which together constitute one instrument.

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

VERARI SYSTEMS, INC.

By: David B. Wright
Name: DAVID B. WRIGHT
Title: CHAIRMAN AND CEO

AGREED:

CARLYLE VENTURE PARTNERS II, L.P.,
As Collateral Agent

By: TCG Ventures II, L.P., as the General Partner
By: TCG Ventures II, L.L.C., as the General Partner

By: _____
Name: _____
Title: Managing Director

IN WITNESS WHEREOF, Company has caused this Security Agreement to be executed as of the day and year first above written.

VERARI SYSTEMS, INC.

By: _____
Name:
Title:

AGREED:

CARLYLE VENTURE PARTNERS II, L.P. ,
As Collateral Agent

By: TCG Ventures II, L.P., as the General Partner
By: TCG Ventures II, L.L.C. as the General Partner

By: _____
Name: _____
Title: Managing Director

**INVESTOR SIGNATURE PAGE TO
VERARI SYSTEMS, INC.**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED AS OF FEBRUARY 10, 2009

The undersigned hereby executes and delivers the Intellectual Property Security Agreement (the "**Agreement**") to which this Investor Signature Page is attached, which, together with the counterpart signature page of Verari Systems, Inc. and the Collateral Agent with respect thereto and Investor Signature Pages of the other parties with respect thereto, shall constitute one and the same document in accordance with the terms of the Agreement.

Date: February 10, 2009

CARLYLE VENTURE PARTNERS II, L.P.

By: TCG Ventures II, L.P., as the General Partner

By: TCG Ventures II, L.L.C., as the General Partner

By: _____

Name: Robert Gandy

Title: Managing Director

Address: 100 Pennsylvania Ave, NW

Washington DC 20004

INVESTOR SIGNATURE PAGE TO

VERARI SYSTEMS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED AS OF FEBRUARY 10, 2009

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Date: February 10, 2009

CVP II COINVESTMENT, L.P.

By: TCG Ventures II, L.P., as the General Partner

By: TCG Ventures II, L.L.C., as the General Partner

By: [Signature]
Name: Robert Grody
Title: Managing Director

Address: 1201 Pennsylvania Ave, NW
Suite 2205
Washington DC 20004

INVESTOR SIGNATURE PAGE TO
VERARI SYSTEMS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED AS OF FEBRUARY 10, 2009

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Date: Feb 10, 2009

VOYAGER CAPITAL FUND II, L.P.

By: Voyager Capital Management II, LLC
Its: General Partner

By: 

Name: CURTIS FEENY
Title: Managing Director

Address:

3000 Sand Hill Rd 3-100
MENLO PARK CA 94025

INVESTOR SIGNATURE PAGE TO
VERARI SYSTEMS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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Date: Feb 10, 2009

VOYAGER CAPITAL FUND II-A, L.P.

By: Voyager Capital Management II, LLC
Its: General Partner

By: 

Name: CURTIS KEENEY
Title: Managing Director

Address:

3000 sand Hill Rd 3-100
menlo PARK CA 94025

INVESTOR SIGNATURE PAGE TO
VERARI SYSTEMS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT

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Date: Feb 10, 2009

VOYAGER CAPITAL FOUNDERS' FUND II,
L.P.

By: Voyager Capital Management II, LLC
Its: General Partner

By: 

Name: Curtis Feeny
Title: Managing Director

Address:

3000 Sand Hill Rd 3-100
Menlo Park CA 94025

INVESTOR SIGNATURE PAGE TO

VERARI SYSTEMS, INC.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

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Date: February 10, 2009

CELERITY EURO PARTNERS III, L.P.

By: Celerity Partners III, LLC

Its: General Partner

By:


Mark R. Benham

Managing Member

Address:

1111 SANTA MONICA BLVD.

STE 1187

LOS ANGELES, CA 90025

TRADEMARK

REEL: 003972 FRAME: 0405

INVESTOR SIGNATURE PAGE TO
VERARI SYSTEMS, INC.
INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED AS OF FEBRUARY 10, 2009

The undersigned hereby executes and delivers the Intellectual Property Security Agreement (the "**Agreement**") to which this Investor Signature Page is attached, which, together with the counterpart signature page of Verari Systems, Inc. and the Collateral Agent with respect thereto and Investor Signature Pages of the other parties with respect thereto, shall constitute one and the same document in accordance with the terms of the Agreement.

Date: February 10, 2009

CELERITY PARTNERS III, L.P.

By: Celerity Partners III, LLC

Its: General Partner

By: 

Mark R. Benham

Managing Member

Address:

11111 SANTA MONICA BLVD.
SITE 1127
LOS ANGELES, CA 90025

SCHEDULE 1
IP COLLATERAL
(Attached)

Case Tracking System

U.S. Trademark Case Summary Table, for Verari Systems, Inc.

Date: February 9, 2009

Case Number	Status	Ser. No., Reg. No.	Mark
1425-TM400	Filed: 1/13/2003 Registered: 2/1/2005	76/481,652 2,923,852	CHAMPION/PRO (Stylized)
1425-TM401	Filed: 10/21/2002 Registered: 7/12/2005	76/459,453 2,967,622	SEEWITHIN/PRO and Design
1425-TM402	Filed: 2/12/2002 Registered: 1/6/2004	76/369,466 2,803,163	FELIX and Design
1425-TM403	Filed: 6/21/2002 Registered: 12/9/2003	76/423,681 2,792,604	CYCLES @ WORK and Design
1425-TM404	Filed: 8/26/1999 Registered: 11/7/2000	75/765,417 2,401,804	VSI/PRO
1425-TM405	Filed: 8/3/1999 Registered: 3/20/2001 Canceled: 3/21/2007, for failure to file 6-year renewal, per client. Filed: 9/27/2000 Registered: 4/8/2003	75/745,449 2,436,416	GIGACLUSTER
1425-TM406	Filed: 9/27/2000 Registered: 4/8/2003	78/027,892 2,705,433	ESSENTIAL MIDDLEWARE SOLUTIONS
1425-TM407	Filed: 9/18/2000 Registered: 4/29/2003	78/026,416 2,711,357	MPI SOFTWARE TECHNOLOGY and Design
1425-TM408	Filed: 7/20/2000 Registered: 11/6/2001	78/017,620 2,504,749	TERASCALE and Design
1425-TM409	Filed: 8/26/1999 Registered: 11/14/2000	75/765,397 2,403,801	MPI/PRO
1425-TM411	Filed: 8/26/1999 Registered: 7/18/2000 Canceled: 7/19/2006, for failure to file 6-year renewal.	75/765,406 2,369,612	CLUSTER CONTROLLER

Case Tracking System

U.S. Trademark Case Summary Table, for Verari Systems, Inc.

Date: February 9, 2009

Case Number	Status	Ser. No., Reg. No.	Mark
1425-TM412	Filed: 1/28/2005 Registered: 12/12/2006	78/556,203 3,182,614	VERARI SYSTEMS SOFTWARE (Stylized)
1441-TM400	Filed: 3/14/2002 Registered: 8/10/2004	78/114,862 2,872,960	BLADERACK
1441-TM402	Filed: 4/10/2003 Abandoned: 6/7/2006	78/236,486	HIVE
1441-TM407	Filed: 3/22/2000 Registered: 2/5/2002	78/000,554 2,536,777	RACKSAVER
1441-TM408	Filed: 2/23/2004 Registered: 4/5/2005	76/576,638 2,937,500	NICE RACK
1441-TM410	Filed: 3/18/2004 Registered: 4/17/2007	78/387,150 3,230,538	VERARI SYSTEMS
1441-TM411	Filed: 10/24/2006	77/027,978	NEMESYS
1441-TM412	Filed: 10/8/2003 Abandoned: 10/8/2005	78/311,221	DAW64
1441-TM413	Filed: 6/30/2004 Registered: 10/23/2007	76/600,467 3,318,994	VERARI COMMAND CENTER
1441-TM414	Filed: 7/2/2004 Abandoned: 6/21/2006	78/445,378	BLADES WITHOUT BOUNDARIES
1441-TM414A	Filed: 4/16/2007 Registered: 1/1/2008	77/157,553 3,361,829	BLADES WITHOUT BOUNDARIES
1441-TM416	Filed: 10/18/2006 Allowed - Statement of Use due 10/16/2008.	77/023,773	STORAGE BRICK

Case Tracking System
 U.S. Trademark Case Summary Table, for Verari Systems, Inc.

Date: February 9, 2009

Case Number	Status	Ser. No.,	
		Reg. No.	Mark
1441-TM417	Filed: 11/9/2006 Abandoned: 11/27/2007	77/040,349	STORAGE POD
1441-TM418	Filed : 4/13/2008	77/446,964	CONNEXXUS

Case Tracking System
Foreign Patent Summary Report, for Verari Systems, Inc.

Date: February 9, 2009

Foreign Case No.	Country	Priority, Filed, Status	App. Ser. No. Patent No.	Title
1425-PA100-EP U.S. Case: 1425-PA100	European Patent Office	Priority: 9/29/2003 Filed: Pending	04785274.4	System and method for high performance message passing
1441-PA204-CA U.S. Case: 1441-PA110	Canada	Priority: 5/31/2002 Filed: 11/30/2004 Pending	2,488,037	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA205-CN U.S. Case: 1441-PA110	China	Priority: 5/31/2002 Filed: 11/30/2004 Pending	03812618.4	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA206-EP U.S. Case: 1441-PA110	European Patent Office	Priority: 5/31/2002 Filed: 12/20/2004 Pending	03756355.8	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA207-JP U.S. Case: 1441-PA110	Japan	Priority: 5/31/2002 Filed: 11/29/2004 Pending	2004-510300	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA207-JP-DIV1 U.S. Case: 1441-PA110	Japan	Priority: 5/31/2002 Filed: 12/27/2007 Pending	2007-337958	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA207-JP-DIV2 U.S. Case: 1441-PA110	Japan	Priority: 5/31/2002 Filed: 12/27/2007 Pending	2007-337959	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA207-JP-DIV3 U.S. Case: 1441-PA110	Japan	Priority: 5/31/2002 Filed: 12/27/2007 Pending	2007-337960	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA207-JP-DIV4 U.S. Case: 1441-PA110	Japan	Priority: 5/31/2002 Filed: 12/27/2007 Pending	2007-337961	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA208-KR U.S. Case: 1441-PA110	Republic of Korea	Priority: 5/31/2002 Filed: 11/30/2004 Issued: 10/25/2007	10-2004-7019513 10-0772084	A COMPUTER COMPONENT CONSTRUCTION AND A METHOD OF MAKING THEREOF
1441-PA208-KR-DIV1 U.S. Case: 1441-PA110	Republic of Korea	Priority: 5/31/2002 Filed: 7/26/2006 Pending	10-2006-7015138	A Rack System for Mounting Computer Components and a Method of Cooling Rack-mounted Components
1441-PA208-KR-DIV2 U.S. Case: 1441-PA110	Republic of Korea	Priority: 5/31/2002 Filed: 7/26/2006 Pending	10-2006-7015139	A Heat Sink for an Active Component and a Method of Utilizing Thereof

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Date: February 9, 2009

Foreign Case No.	U.S. Case No.	Country	Priority, Filed, Status	App. Ser. No.	Patent No.	Title
1441-PA208-KR-DIV3	U.S. Case: 1441-PA110	Republic of Korea	Priority: 5/31/2002 Filed: 7/26/2006 Pending	10-2006-7015140		A Cooling Arrangement and a Method of Cooling Computer Components
1441-PA208-KR-DIV4	U.S. Case: 1441-PA110	Republic of Korea	Priority: 5/31/2002 Filed: 7/26/2006 Pending	10-2006-7015141		A Power Distribution Unit and a Method of Supplying Electrical Power to Upright Computer Blades
1441-PA203-EP	U.S. Case: 1441-PA117	European Patent Office	Priority: 5/8/2003 Filed: 3/16/2006 Pending	04751511.9		COMPACT ELECTRONIC COMPONENT SYSTEM AND METHOD
1441-PA124	U.S. Case: 1441-PA124	Brazil	Priority:	TBD		Computer Controlled Energy Management System for Optimized System Efficiency and Performance of Rack Mounted Computer Systems
1441-PA125	U.S. Case: 1441-PA125	Brazil	Priority:	TBD		Dynamic memory storage system for rack mounted computer systems having real-time servicing and exchange capability
1441-PA126	U.S. Case: 1441-PA126	Brazil	Priority:	TBD		Power Supply having Redundant Inputs for Continuous Use Power Requirements
1441-PA127	U.S. Case: 1441-PA127	Brazil	Priority:	TBD		Modular computer equipment, container, and environmental control method and system

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Foreign Trademark Summary Report

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Foreign Case No.	Client Name	Country	Status	App. Serial No.	Mark
U.S. Case No.	Client Case No.			Registration No.	
1441-TM501-BR U.S. Case: 1441-TM410	Verari Systems, Inc.	Brazil	Pending Filed: 9/17/2004	826911250	VERARI SYSTEMS
1441-TM503-CN U.S. Case: 1441-TM410	Verari Systems, Inc.	China	Registered: 1/21/2007	4227207 4227207	VERARI SYSTEMS
1441-TM504-EM U.S. Case: 1441-TM410	Verari Systems, Inc.	European Community	Registered: 1/10/2006	004029807 004029807	VERARI SYSTEMS
1441-TM502-CA U.S. Case: 1441-TM410	Verari Systems, Inc. 7719-502	Canada	Registered: 12/17/2007	1226554 TMA703,256	VERARI SYSTEMS

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PCT Summary Report, for Verari Systems, Inc.

Date: February 9, 2009

PCT Case No.	Priority; Filed; Status	App. Serial No.	Title
1425-PA200-PCT U.S. Case: 1425-PA100	Priority: 9/29/2003 Filed: 9/29/2004 Done	PCT/US2004/032030	SYSTEM AND METHOD FOR HIGH PERFORMANCE MESSAGE PASSING
1441-PA200-PCT U.S. Case: 1441-PA110	Priority: 5/31/2002 Filed: 5/30/2003 Done	PCT/US03/17328	METHODS AND APPARATUS FOR MOUNTING COMPUTER COMPONENTS
1441-PA201-PCT U.S. Case: 1441-PA114	Priority: 9/18/2002 Filed: 9/8/2003 Done	PCT/US2003/028063	MONITORING APPARATUS FOR COMPUTER COMPONENTS AND SYSTEMS
1441-PA202-PCT U.S. Case: 1441-PA116	Priority: 9/25/2002 Filed: 9/9/2003 Done	PCT/US2003/028355	Electronic component rack assembly and method
1441-PA203-PCT U.S. Case: 1441-PA117	Priority: 5/8/2003 Filed: 5/7/2004 Done	PCT/US2004/014145	COMPACT ELECTRONIC COMPONENT SYSTEM AND METHOD

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U.S. Patent Case Summary Report, for Verari Systems, Inc.

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<u>Case Number</u>	<u>Filing Date</u>	<u>Priority Date</u>	<u>Expected Pub. Date</u>	<u>Actual Pub. Date</u>	<u>Ser. No., Pat. No.</u>	<u>Title</u>
1425-PA001	7/29/2003	2/26/2003	-- (non-pub. requested)	--	10/629,388	Method and system for the passage of data in a high performance computing environment
1425-PA001-CIP	1/9/2004	7/29/2003	-- (non-pub. requested)	--	10/754,421	Method and system for distributed file locking in a high performance computing environment
1425-PA002	8/29/2003	8/29/2003	-- (non-pub. requested)	--	10/651,894	System and method for performance analysis of parallel applications
1425-PA003P	9/29/2003	9/29/2003	-- (provisional)	--	60/506,820	System and method for high performance message passing
1425-PA100	9/28/2004	9/29/2003	-- (non-pub. requested)	4/28/2005	10/953,939	System and method for high performance message passing
1425-PA102	10/26/2004	10/26/2004	-- (non-pub. requested)	4/27/2006	10/973,538	Method and apparatus for establishing connections in distributed computing systems
1441-PA100	5/31/2002	5/31/2002	12/1/2003	12/4/2003	10/160,526 6,867,966	Method and apparatus for rack mounting computer components
1441-PA101P	5/31/2002	5/31/2002	-- (provisional)	--	60/384,996	Rack mountable computer component and method of making same
1441-PA102P	5/31/2002	5/31/2002	-- (provisional)	--	60/384,987	Rack mountable computer component cooling method and device
1441-PA103P	5/31/2002	5/31/2002	-- (provisional)	--	60/384,986	Rack mountable computer component fan cooling arrangement and method
1441-PA104P	9/18/2002	9/18/2002	-- (provisional)	--	60/411,850	Portable diagnostic apparatus for computer components and systems and method of using same
1441-PA105P	9/25/2002	9/25/2002	-- (provisional)	--	60/413,922	Remote reset system and method for computer components and systems
1441-PA106P	5/31/2002	5/31/2002	-- (provisional)	--	60/385,005	Rack mountable computer component power distribution unit and method
1441-PA107P	9/25/2002	9/25/2002	-- (provisional)	--	60/413,803	Method and apparatus for rack mounting computer components
1441-PA108P	5/8/2003	5/8/2003	-- (provisional)	--	60/469,267	Compact electronic component system and method

TRADEMARK

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<u>Case Number</u>	<u>Filing Date</u>	<u>Priority Date</u>	<u>Expected Pub. Date</u>	<u>Actual Pub. Date</u>	<u>Ser. No., Pat. No.</u>	<u>Title</u>
1441-PA109	4/25/2003	4/25/2003	-- (design pat.)	11/23/2004 (issue date)	29/180,526 D498,732	Electronic component housing front panel
1441-PA110	5/29/2003	5/31/2002	11/29/2004	12/4/2003	10/449,799 6,909,611	Rack mountable computer component and method of making same
1441-PA111	5/29/2003	5/31/2002	11/29/2004	12/4/2003	10/448,691	Rack mountable computer component cooling method and device
1441-PA112	5/29/2003	5/31/2002	11/29/2004	12/4/2003	10/449,608 6,801,428	Rack mountable computer component fan cooling arrangement and method
1441-PA113	5/29/2003	5/31/2002	11/29/2004	12/4/2003	10/448,508 6,836,030	Rack mountable computer component power distribution unit and method
1441-PA114	9/5/2003	9/18/2002	3/7/2005	3/18/2004	10/655,862 6,842,334	Portable diagnostic apparatus for computer components and systems and method of using same
1441-PA115	9/5/2003	9/25/2002	3/5/2005	3/25/2004	10/656,024	Control system and method for rack mounted computer units
1441-PA116	9/8/2003	9/25/2002	3/8/2005	3/25/2004	10/658,440	Electronic component rack assembly and method
1441-PA117	5/6/2004	5/8/2003	11/6/2005	12/30/2004	10/841,712	Compact electronic component system and method
1441-PA118	9/20/2004	5/31/2002	11/30/2003	4/21/2005 (allowed)	10/946,555	Method and Apparatus for Rack Mounting Computer Components
1441-PA119	8/27/2004	5/29/2003	2/27/2005	2/3/2005	10/928,577	Rack mountable computer component fan cooling arrangement and method
1441-PA120	6/21/2005	6/21/2005	12/21/2006	--	11/157,546	Computer rack power system and method
1441-PA121	Not filed	--	-- (not filed)	--	--	Remote reset system and method for computer components
1441-PA122	6/17/2005	6/17/2005	--	10/2/2007	29/232,379 D552,101	Rack mountable computer blade front panel assembly
1441-PA122-DIV	7/31/2007	6/17/2005	(when issued)	--	29/289,790	Rack mountable computer blade front panel assembly
1441-PA123	Not filed (planned 5/8/2006)	--	-- (not filed)	--	--	Control system and method for rack mounted computer units

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<u>Case Number</u>	<u>Filing Date</u>	<u>Priority Date</u>	<u>Expected Pub. Date</u>	<u>Actual Pub. Date</u>	<u>Ser. No., Pat. No.</u>	<u>Title</u>
1441-PA124	10/19/2007	10/20/2006 (1441-PPA124)	4/20/2008	--	11/975,730	Computer Controlled Energy Management System for Optimized System Efficiency and Performance of Rack Mounted Computer Systems
1441-PA125	10/22/2007	10/23/2006 (1441-PPA125)	4/23/2008	--	11/977,154	Dynamic memory storage system for rack mounted computer systems having real-time servicing and exchange capability
1441-PA126	10/19/2007	10/19/2006 (1441-PPA126)	4/19/2008	--	11/975,744	Power Supply having Redundant Inputs for Continuous Use Power Requirements
1441-PPA124	10/20/2006	10/20/2006	--	--	60/853,526	Computer Controlled Energy Management System for Optimized System Efficiency and Performance of Rack Mounted Computer Systems
1441-PPA125	10/23/2006	10/23/2006	--	--	60/854,114	Dynamic memory storage system for rack mounted computer systems having real-time servicing and exchange capability
1441-PPA126	10/19/2006	10/19/2006	--	--	60/853,523	Power Supply having Redundant Inputs for Continuous Use Power Requirements
1441-PPA127	1/7/2008	1/7/2008	--	--	61/010,317	Modular computer equipment, container, and environmental control method and system
87689-2	12/31/08	12/31/08	--	--	12/347,415	Datacenter