

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
Pivot3, Inc.		11/12/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	77555349	PIVOT3 SERVERLESS COMPUTING
Serial Number:	77555343	PIVOT3 SERVERLESS COMPUTING
Registration Number:	3524132	PIVOT3
Registration Number:	3524133	PIVOT3
Registration Number:	3524111	PIVOT3
Registration Number:	3442229	RAIGE

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanllp.com
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP
 Address Line 1: 201 South Division, Ste 400
 Address Line 4: Ann Arbor, MICHIGAN 48104

OP \$165.00 77555349

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	11/16/2009
Total Attachments: 5 source=Doc-IP Agreement#page1.tif source=Doc-IP Agreement#page2.tif source=Doc-IP Agreement#page3.tif source=Doc-IP Agreement#page4.tif source=Doc-IP Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of November 12, 2009, by and between COMERICA BANK ("Bank") and PIVOT3, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 make the Loans 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 with which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

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

Address of Grantor:

6605 Cypresswood Drive
Spring, TX 77379
Phone: 281-516-6000

GRANTOR:

PIVOT3, INC.

By: 

Its: CEO

Address of Bank:

National Documentation Services
39200 Six Mile Road
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: 

Its: Vice President

with a copy to:

Comerica Bank
300 W. Sixth St., Suite 1300
Austin, TX 78701
Attn: Stephen J. DiPasquale

EXHIBIT A

Copyrights

None

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EXHIBIT B**Patents**

Title	App. No.	Filing Date	Reg. No.	Date Granted
Initiator connection tag for simple table lookup	10/396873	3/26/2003	7,472,158	12/30/2008
Fair multilevel arbitration system	10/396872	3/26/2003	n/a	n/a
Expedited completion done messages, method and apparatus	10/396969	3/26/2003	n/a	n/a
Method and System for Distributed RAID Implementation	12/479,319	6/05/2009	n/a	n/a
Method and System for Distributed RAID Implementation	PCT/US09/46470	6/05/2009	n/a	n/a
Method and System for Data Migration in a Distributed RAID Implementation	12/479,360	6/05/2009	n/a	n/a
Method and System for Data Migration in a Distributed RAID Implementation	PCT/US09/46471	6/05/2009	n/a	n/a
Method and System for Distributing Commands to Targets	12/479,403	6/05/2009	n/a	n/a
Method and System for Distributing Commands to Targets	PCT/US09/46473	6/05/2009	n/a	n/a
Method and System for Initializing Storage in a Storage System	12/479,377	6/05/2009	n/a	n/a
Method and System for Rebuilding Data in a Distributed RAID System	12/479,434	6/05/2009	n/a	n/a
Method and System for Placement of Data on a Storage Device	12/479,394	6/05/2009	n/a	n/a
Method and System for Execution of Applications in Conjunction with Distributed RAID	12,490,810	6/24/2009	n/a	n/a
Method and System for Execution of Applications in Conjunction with Distributed RAID	PCT/US2009/048570	6/25/2009	n/a	n/a
Method and System for Protection Against Multiple Failures in a RAID System	12/490,916	6/24/2009	n/a	n/a
Method and System for Protecting Against Multiple Failures in a RAID System	PCT/US2009/048574	6/25/2009	n/a	n/a

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EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
PIVOT3 SERVERLESS COMPUTING	77/555349	8/25/2008	n/a	n/a
PIVOT3 SERVERLESS COMPUTING	77/555343	8/25/2008	n/a	n/a
PIVOT3	77/440712	4/4/2008	3,524,132	10/28/2008
PIVOT3	77/440717	4/4/2008	3,524,133	10/28/2008
PIVOT3	77/437164	4/1/2008	3,524,111	10/28/2008
RAIGE	78/477702	9/2/2004	3,442,229	6/3/2008

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