OPAP AKIMA-3
AUG 27 2013

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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/

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

To the Director of the U. S. Paten ... cuments or the new address(es) below.

1. Name of conveying party(ies):

Box, Inc.
4440 El Camino Real
Los Altos, CA 94022

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ No

Name: Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address: 11 Madison Avenue
City: New York
State: New York
Country: USA Zip: 10010

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Bank Citizenship Switzerland

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 27, 2013

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Security Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

SEE SCHEDULE 1 ATTACHED.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Thomas Fahey
Internal Address: National Corporate Research, Ltd.
Street Address: 1025 Vermont Avenue NW, Suite 1130
City: Washington
State: DC Zip: 20005
Phone Number: (202) 370-4761
Docket Number:
Email Address: tfahey@nationalcorp.com

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 940.00

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

10/02/2013 KNGUYEN1 00000002 3722965
01 FC:8521 40.00 OP
02 FC:8522 900.00 OP

9. Signature: S Jackman
Signature

August 27, 2013
Date

Sonya Jackman
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ArD 8-27-13

COPY

Schedule 1
to Trademark
Security Agreement

BOX, INC.

U.S. TRADEMARK REGISTRATIONS

REGISTERED TRADEMARKS

Grantor/Registered Owner	Application Number Application Date	Registration Number Registration Date	Mark
Box, Inc.	77/343,975 12/04/07	3,722,965 12/08/09	BOX
Box, Inc.	77/976,378 12/04/07	3,612,423 04/28/09	BOX
Box, Inc.	77/015,157 10/05/06	3,429,191 05/20/08	BOX
Box, Inc.	77/344,030 12/04/07	4,006,458 08/02/11	OPENBOX
Box, Inc.	77/976,361 12/04/07	3,604,221 04/07/09	OPENBOX
Box, Inc.	77/550,858 08/19/08	3,618,747 05/12/09	BOX.NET
Box, Inc.	85/022,983 04/26/10	4,102,899 02/21/12	box
Box, Inc.	85/977,267 09/22/11	4,210,227 09/18/12	BOXWORKS (word mark)
Box, Inc.	85/450,245 10/18/11	4,160,656 06/19/12	BOX SYNC (word mark)
Box, Inc.	76/188,913 01/03/01	2,650,384 11/12/02	FETCHBOX

Grantor/Registered Owner	Application Number Application Date	Registration Number Registration Date	Mark
Box, Inc.	85/450,679 10/19/11	4,270,698 01/8/13	box
Box, Inc.	78/884,980 05/16/06	3,348,382 12/04/07	BOXCLOUD
Box, Inc.	77/734,569 05/12/09	3,921,591 02/22/11	box
Box, Inc.	85/672,302 07/09/12	4289100 02/12/2013	
Box, Inc.	85/978,889 11/07/11	4,344,286 05/28/13	/bin Box Innovation Network
Box, Inc.	85/978,767 09/22/11	4,344,279 05/28/13	BOXWORKS (word mark)
Box, Inc.	85/978,913 11/07/11	4,344,287 05/28/13	/BIN (Word mark)

U.S. TRADEMARK APPLICATIONS

Grantor/Registered Owner	Application Number Application Date	Mark
Box, Inc.	85/429,919 09/22/11	box
Box, Inc.	85/429,191 09/22/11	BOXWORKS (word mark)
Box, Inc.	85/466,601 11/07/11	/BIN (Word mark)
Box, Inc.	85/466,604 11/07/11	/bin Box Innovation Network
Box, Inc.	85/466,608 11/07/11	box
Box, Inc.	85/507,362 01/03/12	BOXCLOUD
Box, Inc.	85/571,353 03/16/12	BOX ONECLOUD
Box, Inc.	85/979,468 03/16/12	BOX ONECLOUD

Grantor/Registered Owner	Application Number Application Date	Mark
Box, Inc.	85/662,529 06/27/12	box ONECLOUD
Box, Inc.	85/705,037 08/16/12	BOX ACCELERATOR
Box, Inc.	85/730,009 09/15/12	BACKUP BOX
Box, Inc.	85/746,252 10/04/12	BOX EMBED
Box, Inc.	85865195 03/03/13	BOX WITHOUT WALLS
Box, Inc.	85865196 03/03/13	RIDICULOUSLY EASY
Box, Inc.	85894231 04/03/13	SIMPLE, SECURE SHARING FROM ANYWHERE
Box, Inc.	85875504 03/13/2013	box without walls
Box, Inc.	85918109 04/29/13	BOX NOTES
Box, Inc.	85979605 04/29/13	BOX NOTES
Box, Inc.	85947412 05/31/13	BOX $REV
Box, Inc.	85948128 05/31/13	$REV

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

1. WHEREAS, Box, Inc., a Delaware corporation (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

2. WHEREAS, Grantor, the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of August 27, 2013 (as amended from time to time, the "**Credit Agreement**");

3. WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of August 27, 2013 (as amended and/or supplemented from time to time, the "**Guarantee and Collateral Agreement**") among the Grantor, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below); and

4. WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein shall have, the respective meanings provided for therein;

5. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

each Trademark (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

each Trademark License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the

business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

6. The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

7. Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

8. The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of the Trademark Security Agreement are deemed to conflict with any of the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27th day of August, 2013.

BOX, INC.

By: _____
Name: Dylan Smith
Title: CFO

Jennifer Ceran
VP Finance & Treasurer

[Signature Page to Trademark Security Agreement]

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: _____
Name: William O'Daly
Title: Authorized Signatory

By: _____
Name: Philipp Horat
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]