

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306817

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SHOOM, INC.		04/16/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIDGE BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	55 Almaden Blvd.		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Jose		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77770657	SHOOM	
<b>Serial Number:</b>	77516218	AD EXPRESS	
<b>Registration Number:</b>	2237489	ADINFINITI	
<b>Registration Number:</b>	1768242	DIGIFLEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2136305846		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	213-891-0700		
<b>Email:</b>	meason@buchalter.com		
<b>Correspondent Name:</b>	Michele A. Eason, Sr. Paralegal		
<b>Address Line 1:</b>	1000 Wilshire Blvd.		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	B7285-0224		
<b>NAME OF SUBMITTER:</b>	Michele A. Eason		
<b>SIGNATURE:</b>	/Michele A. Eason/		
<b>DATE SIGNED:</b>	06/05/2014		
<b>Total Attachments: 7</b>			

CH \$115.00 77770657

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 13, 2014 to be effective as of April 16, 2014, (the "Agreement") between BRIDGE BANK, NATIONAL ASSOCIATION ("Lender") and SHOOM, INC., a California corporation, ("Grantor") is made with reference to (i) the Business Financing Agreement, dated as of March 15, 2013 (as amended from time to time, the "Financing Agreement"), between Lilien Systems, a California corporation ("Lilien"), and Sysorex Government Services, Inc., a Virginia corporation ("SGSI") (Lilien and SGSI are sometimes collectively referred to herein as "Borrowers" and each individually as a "Borrower") and Lender, and (ii) that certain Guaranty executed and delivered by Grantor, dated as of even date herewith (as may be amended or restated from time to time, the "Guaranty"), pursuant to which Grantor has guaranteed the prompt payment and performance of all of Borrowers' obligations owing to Lender, as more particularly set forth therein. Terms defined in the Financing Agreement or the Guaranty, as applicable, have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement and the Guaranty, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

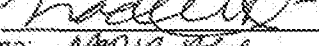
The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Guaranty and the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein, in the Guaranty, or in the Financing Agreement, 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 Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

***[Signature page(s) to follow.]***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**  
SHOOM, INC.

**LENDER:**  
BRIDGE BANK, NATIONAL ASSOCIATION

By:   
Name: NADIR ALI  
Title: DIRECTOR

By: \_\_\_\_\_  
Name: David Feiock  
Title: Assistant Vice President

Address for Notices:  
SHOOM, INC.  
c/o Sysorex Global Holdings Corp.  
3375 Scott Blvd., Suite 440  
Santa Clara, CA 95054  
Fax: (703) 880-7219  
Attn: Nadir Ali

Address for Notices:  
Attn: Lee Shodiss  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8510

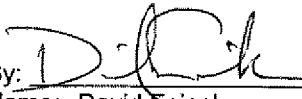
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**  
SHOOM, INC.

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

Address for Notices:  
SHOOM, INC.  
c/o Sysorex Global Holdings Corp.  
3375 Scott Blvd., Suite 440  
Santa Clara, CA 95054  
Fax: \_\_\_\_\_

**LENDER:**  
BRIDGE BANK, NATIONAL ASSOCIATION

By:  \_\_\_\_\_  
Name: David Feiock  
Title: Assistant Vice President

Address for Notices:  
Attn: Lee Shodiss  
55 Almaden Blvd. Ste. 100  
San Jose, CA 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8510

**Exhibit A**

**Copyrights**

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>
N/A	N/A	N/A	N/A	N/A	N/A

Exhibit A

**Exhibit B**

**Trademarks**

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Registration Number:</u>	<u>Registration Date:</u>
<b>Shoom</b>	77770657	02/16/2010
<b>AD EXPRESS</b>	77516218	02/09/2010
ADFINITI	2237489	04/06/1999
DIGIFLEX	1768242	04/27/1993

Exhibit B



**Exhibit C**

**Patents**

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Store and Forward Data Transmission	5,523,854	08/491,171	Issued	June 4, 1996

Exhibit C

BN 16118480v3

**RECORDED: 06/05/2014**

**TRADEMARK  
REEL: 005297 FRAME: 0330**