

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOXX Technologies, Inc.		05/26/2015	CORPORATION: DELAWARE
CCP BOXX Operations, LLC		05/26/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	8850 Boedeker, 4th Floor, MC 6592		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	Banking association: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86519366	MICROGRID	
Registration Number:	4689840	APEXX	
Registration Number:	3239218	BOXX	
Registration Number:	2497613	RENDER BOXX	
Registration Number:	2541850	3D BOXX	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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>			
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	3134-1749		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	05/27/2015		

CH \$140.00 86519366

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 26, 2015 by and among COMERICA BANK ("Bank") and CCP BOXX OPERATIONS, LLC, a Texas limited liability company, and BOXX TECHNOLOGIES, INC., a Delaware corporation and successor by merger to CCP BOXX Merger, LLC (singularly and collectively, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Credit 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 "Credit Agreement"); capitalized terms used herein are used as defined in the Credit 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, Patents and Domain Names to secure the obligations of Grantor under the Credit Agreement.

C. Pursuant to the terms of the Credit 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 Credit 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 Credit 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, Trademarks, Patents and Domain Names listed on Exhibits A, B, C and D 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 Credit Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Credit 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 Credit 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 Credit 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, C and D attached hereto set forth any and all intellectual property rights in connection to 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, except for those abandoned in the ordinary course of business.

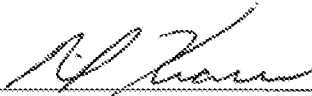
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

BOXX Technologies, Inc.
100 Highland Park Village, Suite 200
Dallas Texas 75205
Fax: 214-295-3001
Attn: Rick Krause

GRANTOR:

BOXX TECHNOLOGIES, INC.

By: 
Rick Krause
Chief Executive Officer

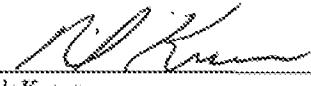
Address of Grantor:

CCP BOXX Operations, LLC
100 Highland Park Village, Suite 200
Dallas, Texas 75205
Fax: 214-295-3001
Attn: Rick Krause

GRANTOR:

CCP BOXX OPERATIONS, LLC

By: Craftsman Capital Partners, LLC, as its sole
manager

By: 
Rick Krause
Chief Executive Officer

Address of Bank:

Comerica Bank
8850 Boedeker, 4th Floor
MC 6592
Dallas, Texas 75225
Fax: (214) 890-5186
Attn: Brian J. Enzler, Senior Vice President

BANK:

COMERICA BANK

By: _____
Brian Enzler
Senior Vice President

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BOXX Technologies, Inc.
100 Highland Park Village, Suite 200
Dallas Texas 75205

Fax: _____

Attn: Rick Krause

GRANTOR:

BOXX TECHNOLOGIES, INC.

By: _____

Rick Krause
Chief Executive Officer

Address of Grantor:

CCP BOXX Operations, LLC
100 Highland Park Village, Suite 200
Dallas, Texas 75205

Fax: _____

Attn: Rick Krause

GRANTOR:

CCP BOXX OPERATIONS, LLC

By: Craftsman Capital Partners, LLC, as its sole
manager

By: _____

Rick Krause
Chief Executive Officer

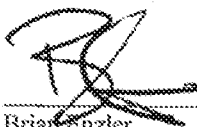
Address of Bank:

Comerica Bank
8850 Boedeker, 4th Floor
MC 6592
Dallas, Texas 75225
Fax: (214) 890-5186
Attn: Brian J. Enzler, Senior Vice President

BANK:

COMERICA BANK

By: _____


Brian Enzler
Senior Vice President

IP SCHEDULE: -- BOXX TECHNOLOGIES, INC. AND CCP BOXX OPERATIONS, LLC

EXHIBIT A

Copyrights

None.

IP SCHEDULE: - BOXX TECHNOLOGIES, INC. AND CCP BOXX OPERATIONS, LLC

EXHIBIT B

Patents

<u>INTERNATIONAL PATENT APPLICATIONS</u>				
<u>App. No.</u>	<u>Filing Date</u>	<u>Title</u>	<u>Inventor(s)</u>	<u>Status</u>
PCT/US00/10776	April 20, 2000	Systems and Methods for Accessing and Providing Media Information	Todd C. Bryant	Expired

IP SCHEDULE: -- BOXX TECHNOLOGIES, INC. AND CCP BOXX OPERATIONS, LLC

EXHIBIT C

Trademarks

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS				
App. Ser. No.	Reg. No.	Mark	Register	Status
86/519,366		MICROGRID	Principal	LIVE
86/158,876	4,689,840	APEXX	Principal	LIVE
78/813,528	3,239,218	BOXX	Principal	LIVE
75/815,785	2,497,613	RENDER BOXX	Principal	LIVE
75/759,834	2,541,850	3D BOXX	Supplemental	LIVE

INTELLECTUAL PROPERTY SECURITY AGREEMENT -- EXHIBIT C
 (BOXX TECHNOLOGIES, INC. AND CCP BOXX OPERATIONS, LLC)
 6504602v.4 3134-1749

IP SCHEDULE: -- BOXX TECHNOLOGIES, INC. AND CCP BOXX OPERATIONS, LLC

EXHIBIT D

Domain Name Registrations

DOMAIN NAME REGISTRATIONS		
Domain	Registrant	Registration Date
<boxxtech.com>	Boxx Technologies, Inc.	
<boxxtechnologies.com>	Boxx Technologies, Inc.	

INTELLECTUAL PROPERTY SECURITY AGREEMENT -- EXHIBIT D
(BOXX TECHNOLOGIES, INC. AND CCP BOXX OPERATIONS, LLC)
6594602v.4 3134-1749