

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Azul Systems, Inc.		02/29/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Partners for Growth IV, L.P.		
Street Address:	1660 TIBURON BLVD, SUITE D		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3080494	A	
Registration Number:	2946472	AZUL	
Registration Number:	2952506	AZUL SYSTEMS	
Registration Number:	3257762	COMPUTE POOL MANAGER	
Registration Number:	4784650	READYNOW!	
Registration Number:	3200617	VEGA	
Registration Number:	4077727	ZING	
Registration Number:	4554961	ZULU	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Road		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
ATTORNEY DOCKET NUMBER:	PFG4-AZUL		
NAME OF SUBMITTER:	Benjamin Greenspan		

OP \$215.00 3080494

SIGNATURE:	/bg/
DATE SIGNED:	02/29/2016
Total Attachments: 3 source=Azul Trademark Collateral Notice#page1.tif source=Azul Trademark Collateral Notice#page2.tif source=Azul Trademark Collateral Notice#page3.tif	

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of February 29, 2016 ("Trademark Agreement"), is between Azul Systems, Inc., a Delaware corporation with its principal place of business at 385 Moffett Park Drive, Suite 115, Sunnyvale, CA 94089 ("Assignor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, CA 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Azul Systems, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

**Title: Manager, Partners for Growth IV, LLC
Its General Partner**

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WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

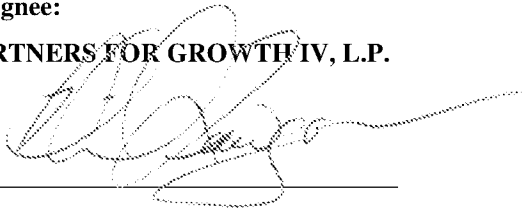
Azul Systems, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____


Name: Philip Lawson

Title: **Manager, Partners for Growth IV, LLC
Its General Partner**

EXHIBIT 1
Azul Systems, Inc.

SS

Trademark Schedule

Registration Number	Registration Date	Mark	Country
3080494	04/11/2006	"A" Logo	USA
004109625	12/07/2007	"A" Logo	EC
719596	08/03/2007	A Logo	Korea
2946472	05/03/2005	AZUL	USA
3219292	06/10/2003	AZUL	EC
4822561	12/03/2004	AZUL	Japan
40-783458	03/20/2009	AZUL	Korea
553506	10/02/2015	AZUL	Russian Federation
2952506	05/17/2005	AZUL SYSTEMS	USA
40-783459	03/20/2009	AZUL SYSTEMS	Korea
553505	10/02/2015	AZUL SYSTEMS	Russian Federation
3257762	07/03/2007	COMPUTE POOL MANAGER	USA
1062365	02/23/2006	COMPUTE POOL MANAGER	Australia
4878341	07/08/2005	LOGO	Japan
4784650	08/04/2015	READYNOW!	USA
004511382	07/12/2006	UNBOUND COMPUTE	EC
1062364	02/03/2006	UNBOUND COMPUTE	Australia
3200617	01/23/2007	VEGA	USA
1062363	06/28/2005	VEGA	Australia
4077727	12/27/2011	ZING	USA
4554961	06/24/2014	ZULU	USA