

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM381102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAX8, INC.		04/13/2016	Corporation:
RECEIVING PARTY DATA			
Name:	Arrow Electronics, Inc.		
Street Address:	9201 E. Dry Creek Road		
City:	Centennial		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Corporation: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85595813	PAX8	
CORRESPONDENCE DATA			
Fax Number:	2022638535		
<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:	202-835-7500		
Email:	emayle@milbank.com		
Correspondent Name:	EDWARD J. MAYLE		
Address Line 1:	1850 K STREET, N.W.		
Address Line 2:	SUITE 1100		
Address Line 4:	WASHINGTON, D.C. 20006		
ATTORNEY DOCKET NUMBER:	31872.13200		
NAME OF SUBMITTER:	EDWARD J. MAYLE		
SIGNATURE:	/Edward J. Mayle/		
DATE SIGNED:	04/19/2016		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”), dated as of April 13, 2016, is entered into by Pax8, Inc., a Delaware corporation (the “Maker”), in favor of Arrow Electronics, Inc. (the “Payee”).

WHEREAS, the Maker has executed and delivered that certain Secured Promissory Note, dated as of the date hereof, in favor of the Payee (as amended, restated, supplemented or otherwise modified from time to time, the “Note”) pursuant to which the Maker has granted to the Payee a security interest in all of the Maker’s right, title, and interest in and to the Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Maker and the Payee hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Note.

“Trademark Licenses” means any and all agreements, licenses and covenants providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Person is licensee or licensor thereunder).

“Trademarks” means all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (a) all registrations and applications therefor, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (d) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2. Grant of Security Interest. Subject to the terms of the Note, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of all Obligations, the Maker hereby pledges and grants to the Payee a security interest in all of the Maker’s right, title and interest in the following property, assets and revenues, whether now owned by the Maker or hereafter acquired and whether now existing or hereafter coming into existence (all of the property, assets and revenues described in this Section 2 being collectively referred to herein as the “Trademark Collateral”): all rights, priorities and privileges relating to, whether arising under the United States, multinational or foreign laws or otherwise, Trademarks and Trademark Licenses, including, without limitation, those set forth on Schedule 1 hereto, and the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

SECTION 3. Note. The security interest granted pursuant to this Agreement is granted

in conjunction with the security interest granted to the Payee pursuant to the Note, and the Maker hereby acknowledges and affirms that the rights and remedies of the Payee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Note, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Note, the provisions of the Note shall control.

SECTION 4. Recordation. The Maker authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial, Etc. This Agreement shall be governed by, and construed in accordance with, the law of the State of Delaware. The Maker and Payee hereby submit to the exclusive jurisdiction of the Delaware Court of Chancery (and if jurisdiction in the Delaware Court of Chancery is unavailable, in the Complex Commercial Litigation Division of the Superior Court in the City of Wilmington, New Castle County, Delaware, and if jurisdiction in the Complex Commercial Litigation Division of the Superior Court in the City of Wilmington, New Castle County, Delaware is unavailable, in the federal courts of the U.S. sitting in the State of Delaware), and any appellate court from any thereof, for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be as effective as delivery of an original executed counterpart of this Agreement. This Section 5 shall survive the termination or cancellation of this Agreement. EACH PARTY HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Maker and the Payee have caused this Agreement to be executed and delivered by their duly authorized officers, as of the date and year and at a place first above written.

PAX8, INC. as the Maker

By: _____

Name: John W. Street

Title: CEO and President

ARROW ELECTRONICS, INC., as the Payee

By: _____

Name:

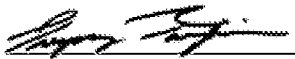
Title:

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PAX8, INC., as the Maker

By: _____
Name: John W. Street
Title: CEO and President

ARROW ELECTRONICS, INC., as the Payee

By:  _____
Name: Gregory Tarpinian
Title: SVP & General Counsel

SCHEDULE 1

US Federal Trademark Registration: "Pax8"
Serial Number: 85595813
Registration Date: February 11, 2014