

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penguin Computing, Inc.		09/01/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	East West Bank		
Street Address:	2350 Mission College Blvd., Suite 988		
Internal Address:	Attn: Linda LeBeau, Managing Director		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86027884	ARCTICA	
Serial Number:	86813186	TUNDRA	
Serial Number:	86121370	SCYLD HPC CLOUD APPLIANCE	
Serial Number:	78832849	SCYLD CLUSTERWARE	
Serial Number:	78495068	RELION	
Serial Number:	78495052	NIVEUS	
Serial Number:	78495020	ALTUS	
Serial Number:	75794495	PENGUIN COMPUTING	
Serial Number:	75729624	PENGUIN COMPUTING	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		

CH \$240.00 86027884

NAME OF SUBMITTER:	Troy Zander
SIGNATURE:	/s/ Troy Zander
DATE SIGNED:	09/01/2016
Total Attachments: 6 source=IPSA#page1.tif source=IPSA#page2.tif source=IPSA#page3.tif source=IPSA#page4.tif source=IPSA#page5.tif source=IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "**Agreement**"), dated as of September 1, 2016, is entered into between East West Bank ("**Bank**") and Penguin Computing, Inc., a California corporation ("**Grantor**"), and is made with reference to the Loan and Security Agreement, dated as of the date hereof, by and among Grantor, Bank and the other parties named therein (as amended from time to time, the "**Loan Agreement**"). Terms defined in the Loan Agreement 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 Loan Agreement, Grantor grants to Bank, for the Lenders' benefit, 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;

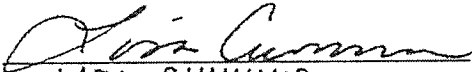
(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(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 Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, 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 Loan 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 Bank of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Bank of any other rights, powers or remedies.

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

PENGUIN COMPUTING, INC.

By: 
Name: LISA CUMMINS
Title: CEO

EAST WEST BANK

By: _____
Name: _____
Title: _____

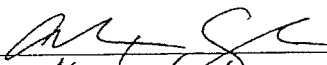
The rights and remedies of Bank with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan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

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

PENGUIN COMPUTING, INC.

By: _____
Name: _____
Title: _____

EAST WEST BANK

By: 
Name: Alexis Coffe
Title: Managing Director

**EXHIBIT A
COPYRIGHTS**

Description	Registration/ Application Number	Registration/ Application Date
None		

**EXHIBIT B
TRADEMARKS**

Description	Registration/ Serial No.	Registration/ Application Date	Country
ARCTICA	86027884	8/2/2013	US
TUNDRA	86813186	11/8/2015	US
SCYLD HPC CLOUD APPLIANCE	86121370	11/18/2013	US
SCYLD CLUSTERWARE	78832849	3/8/2006	US
RELION	78495068	10/5/2004	US
NIVEUS	78495052	10/5/2004	US
ALTUS	78495020	10/5/2004	US
PENGUIN COMPUTING	75794495	9/8/1999	US
PENGUIN COMPUTING	75729624	6/15/1999	US

**EXHIBIT C
PATENTS**

Description	Registration/Application Number	Registration/ Application Date
None		