

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sysorex USA		11/14/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	GEMCAP LENDING I, LLC		
Street Address:	24955 Pacific Coast Highway, Suite A202		
City:	Malibu		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4365214	ZONEDEFENSE	
CORRESPONDENCE DATA			
Fax Number:	2125865095		
<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:	2125865800		
Email:	rboghosian@ctswlaw.com		
Correspondent Name:	Robert A. Boghosian		
Address Line 1:	420 Lexington Avenue		
Address Line 2:	2400		
Address Line 4:	New York, NEW YORK 10170		
NAME OF SUBMITTER:	Mai-Khoi Nguyen-Thanh		
SIGNATURE:	/Mai-Khoi Nguyen-Thanh/		
DATE SIGNED:	11/21/2016		
Total Attachments: 15			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of November 14, 2016 (this "Agreement"), made by SYSOREX GLOBAL, a Nevada corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303, SYSOREX USA, a California corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303 and SYSOREX GOVERNMENT SERVICES, INC., a Virginia corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303 (each, individually, and together, "Grantor"), on a joint and several basis, in favor of GEMCAP LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:


1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.
2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibits A-1 and A-2** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]


IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTOR:

SYSOREX GLOBAL

By: 
Name: Nadir Ali
Title: CEO

SYSOREX USA

By: 
Name: Nadir Ali
Title: CEO

SYSOREX GOVERNMENT SERVICES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: _____
David Ellis, Co-President

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTOR:

SYSOREX GLOBAL

By: _____
Name: _____
Title: _____

SYSOREX USA

By: _____
Name: _____
Title: _____

SYSOREX GOVERNMENT SERVICES, INC.

By: Wendy Loudermon
Name: Wendy Loudermon
Title: President

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: _____
David Ellis, Co-President

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Patent and Trademark Security Agreement as of the day and year first above written.

GRANTOR:

SYSOREX GLOBAL

By: _____

Name: _____

Title: _____

SYSOREX USA

By: _____

Name: _____

Title: _____

SYSOREX GOVERNMENT SERVICES, INC.

By: _____


Name: _____

Title: _____

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By:  _____
David Ellis, Co-President

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

EXHIBIT 1

See attached

Sysorex Patent List
November 18, 2016

Application Date	Application No.	Title	Case Status	Country	Property Type	Category Description	Publication No.	Registration Date	Registration No.	Assignee of record
2/16/2005	60/653608	NETWORK SECURITY METHOD AND APPARATUS	Expired	United States of America	Patent	Provisional				Cirond Networks, Inc
2/8/2005	2496939	NETWORK SECURITY METHOD AND APPARATUS	Abandoned	Canada	Patent	National				Cirond Networks, Inc
7/19/2005	PCT/CA2005/001130	NETWORK SECURITY ENHANCEMENT METHODS, APPARATUS, SYSTEMS, MEDIA, SIGNALS AND COMPUTER PROGRAMS	National Phase Completed	Patent Cooperation Treaty	Patent	National	WO 2006/08348			Cirond Networks, Inc
7/19/2005	05768197.5	NETWORK SECURITY ENHANCEMENT METHODS, APPARATUS, SYSTEMS, MEDIA, SIGNALS AND COMPUTER PROGRAMS	Abandoned	European Patent Office	Patent	PCT National Phase	1851908			AirPatrol Corporation
7/19/2005	11/570876	NETWORK SECURITY ENHANCEMENT METHODS, APPARATUS, SYSTEMS, MEDIA, SIGNALS AND COMPUTER PROGRAMS	Registered	United States of America	Patent	PCT National Phase	US 2007-0250910	9/16/2014	8838812	Sysorex USA
1/20/2010	61/296771	MULTI-BAND RADIO FREQUENCY DETECTION AND LOCATION SYSTEM	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
1/19/2011	13/009834	MULTI-BAND RADIO FREQUENCY DETECTION AND LOCATION SYSTEM	Registered	United States of America	Patent	Regular		9/23/2014	8843155	Sysorex USA
1/19/2011	PCT/US2011/021776	MULTI-BAND RADIO FREQUENCY DETECTION AND LOCATION SYSTEM	National Phase Completed	Patent Cooperation Treaty	Patent	National	WO 2011/091087			AirPatrol Corporation
1/19/2011	11702741.7	MULTI-BAND RADIO FREQUENCY DETECTION AND LOCATION SYSTEM	Published	European Patent Office	Patent	PCT National Phase	2526676			Sysorex USA
8/19/2010	61/375076	A SYSTEM FOR MONITORING AND CHARACTERIZING MULTIPLE WIRELESS DEVICE TYPES PRESENTING INTERMEDIATE A SYSTEM FOR PROVISIONING AND ENFORCING LOCATION-BASED POLICIES AND	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
11/13/2010	61/413407	A SYSTEM FOR PROVISIONING AND ENFORCING LOCATION-BASED POLICIES AND	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
11/13/2010	61/413406	RULE SETS ON MOBILE WIRELESS DEVICES A SYSTEM FOR PROVISIONING AND ENFORCING VELOCITY-BASED POLICIES AND	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
11/13/2010	61/413402	RULE SETS ON MOBILE WIRELESS DEVICES A SYSTEM FOR ENFORCING THE WHITE LISTING OF CELLULAR BASE STATIONS AND NETWORKS	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
1/11/2011	61/431680	LOCATION-BASED DYNAMIC POLICY SYSTEM FOR PORTABLE COMPUTERS	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
1/11/2011	61/431673	LOCATION-BASED AND VELOCITY-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES	Expired	United States of America	Patent	Provisional				AirPatrol Corporation

Sysorex Patent List
November 18, 2016

Application Date	Application No.	Title	Case Status	Country	Property Type	Category Description	Publication No.	Registration Date	Registration No.	Assignee of Record
1/28/2011	61/437195	LOCATION-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES AND THEIR	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
3/14/2011	61/452285	SUPPORTING NETWORK INFRASTRUCTURE FOR MOBILE DEVICES AND THEIR	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
11/11/2011	13/294794	SUPPORTING NETWORK INFRASTRUCTURE FOR MOBILE DEVICES AND SUPPORTING NETWORK	Published	United States of America	Patent	Regular	US 2012-0131155			Sysorex USA
11/11/2011	PCT/US2011/060431	CONTEXT-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES AND SUPPORTING NETWORK INFRASTRUCTURE	National Phase Completed	Patent Cooperation Treaty	Patent	National	WO 2012/065101			AirPatrol Corporation
11/11/2011	2011326005	CONTEXT-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES AND SUPPORTING NETWORK INFRASTRUCTURE	Abandoned	Australia	Patent	PCT National Phase				Sysorex USA
11/11/2011	2817738	CONTEXT-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES AND SUPPORTING NETWORK INFRASTRUCTURE	Published	Canada	Patent	PCT National Phase				Sysorex USA
11/11/2011	11839712.4	CONTEXT-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES AND SUPPORTING NETWORK INFRASTRUCTURE	Published	European Patent Office	Patent	PCT National Phase	2638712			Sysorex USA
11/11/2011	MX/4/2013/005358	CONTEXT-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES AND SUPPORTING NETWORK INFRASTRUCTURE	Registered	Mexico	Patent	PCT National Phase		9/23/2015	333410	AirPatrol Corporation
5/12/2011	61/485199	MOBILE DEVICE IDENTIFYING, ALERTING, TRACKING, AND MANAGING SYSTEMS AND METHODS	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
5/11/2012	13/469392	MANAGING NETWORK INTERACTION FOR DEVICES	Published	United States of America	Patent	Regular	US 2013-0067044			Sysorex USA
5/11/2012	PCT/US2012/037478	MANAGING NETWORK INTERACTION FOR DEVICES	National Phase Completed	Patent Cooperation Treaty	Patent	National	WO 2012/155026			AirPatrol Corporation
5/11/2012	2012253378	MANAGING NETWORK INTERACTION FOR DEVICES	Pending	Australia	Patent	PCT National Phase				Sysorex USA
5/11/2012	2835210	MANAGING NETWORK INTERACTION FOR DEVICES	Pending	Canada	Patent	PCT National Phase				Sysorex USA
5/11/2012	12782594.1	MANAGING NETWORK INTERACTION FOR DEVICES	Published	European Patent Office	Patent	PCT National Phase	2707806			Sysorex USA
5/11/2012	14109428.7	MANAGING NETWORK INTERACTION FOR DEVICES	Pending	Hong Kong	Patent	Re-registration of EP/GB/CN				AirPatrol Corporation

Sysorex Patent List
November 18, 2016

Application Date	Application No.	Title	Case Status	Country	Property Type	Category	Publication No.	Registration Date	Registration No.	Assignee of record
5/11/2012	MX/9/2013/0132214	MANAGING NETWORK INTERACTION FOR DEVICES	Pending	Mexico	Patent	PCT National Phase				AirPatrol Corporation
5/18/2011	61/487438	METHOD FOR MAPPING CELLULAR OVER-THE-AIR TEMPORARY IDENTIFIERS TO PERMANENT UNIQUE IDENTIFIERS	Expired	United States of America	Patent	Provisional				AirPatrol Corporation
3/15/2013	61/791497	PERFORMANCES COMPUTING TECHNOLOGY TO SOLVE LARGE DATA	Expired	United States of America	Patent	Provisional				LightMiner Systems
3/15/2013	61/800126	SYSTEMS AND METHODS USING HIGH PERFORMANCE COMPUTING TECHNOLOGY TO JOIN LARGE DATABASE TABLES	Expired	United States of America	Patent	Provisional				LightMiner Systems
3/14/2013	61/784921	SYSTEMS AND METHODS TO OPTIMIZE WIDE DATA-TYPE STORAGE AND ANALYSIS OF DATA IN A COLUMN STORE DATABASE	Expired	United States of America	Patent	Provisional				LightMiner Systems
3/18/2014	14/218859	OPTIMIZING WIDE DATA-TYPE STORAGE AND ANALYSIS OF DATA IN A COLUMN STORE DATABASE	Published	United States of America	Patent	Regular	US 2014-0304275			Sysorex Global Holdings Corp.
3/18/2014	14/218912	JOINING LARGE DATABASE TABLES	Published	United States of America	Patent	Regular	US 2014-0280024			Sysorex Global Holdings Corp.
11/11/2011	2016208339	CONTEXT-BASED DYNAMIC POLICY SYSTEM FOR MOBILE DEVICES AND SUPPORTING MEMORY ARCHITECTURE	Pending	Australia	Patent	Divisional				Sysorex USA
6/18/1995	W/M		Expired	United States of	Patent	Regular				Sysorex USA

EXHIBIT 2

See attached

Exhibit IP2

United States registered or unregistered trademark

Trademark (Word)

AirPatrol	Unregistered
ZoneDefense	Registered
ZoneAware	Unregistered
Unified Real Time Location System (uRTLS)	Unregistered
LightMiner	Unregistered
Shoom	Unregistered
Ad Express	Unregistered

Trademark (Art / logo)

AirPatrol	Unregistered
LightMiner	Unregistered
Shoom	Unregistered

EXHIBIT A-1

ASSIGNMENT OF PATENTS

This **ASSIGNMENT OF PATENTS** (this "Assignment"), dated as of _____, 201_, made by SYSOREX GLOBAL, a Nevada corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303, SYSOREX USA, a California corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303 and SYSOREX GOVERNMENT SERVICES, INC., a Virginia corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303 (each, individually, and together, "Assignor"), on a joint and several basis, for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

WHEREAS, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of November 14, 2016 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred and are continuing under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Patents to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents as follows:

1. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____

_____ (the “Assignee”) all of Assignor’s right, title and interest in and to the Patents together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

SYSOREX GLOBAL

By: _____
Name: _____
Title: _____

SYSOREX USA

By: _____
Name: _____
Title: _____

SYSOREX GOVERNMENT SERVICES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A-2

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of _____, 201_, made by SYSOREX GLOBAL, a Nevada corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303, SYSOREX USA, a California corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303 and SYSOREX GOVERNMENT SERVICES, INC., a Virginia corporation with offices at 2479 East Bayshore Road, Suite 195, Palo Alto, CA 94303 (each, individually, and together, "Assignor"), on a joint and several basis, for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of November 14, 2016 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred and are continuing under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to _____, a _____ with offices at _____ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. 3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

SYSOREX GLOBAL

By: _____

Name: _____

Title: _____

SYSOREX USA

By: _____

Name: _____

Title: _____

SYSOREX GOVERNMENT SERVICES, INC.

By: _____

Name: _____

Title: _____