

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boxx Technologies, LLC		02/06/2017	Limited Liability Company: DELAWARE
Cirrascale Cloud Services, LLC		02/06/2017	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	8850 Boedeker, 4th Floor
Internal Address:	MC6595
City:	Dallas
State/Country:	TEXAS
Postal Code:	75225
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2872960	BLADERACK
Registration Number:	3361829	BLADES WITHOUT BOUNDARIES
Registration Number:	4161766	CIRRASCALE
Registration Number:	4258134	CIRRASCALE
Registration Number:	4506007	CIRRASTOR
Registration Number:	4381062	FOREST
Registration Number:	2937500	NICE RACK
Registration Number:	2536777	RACKSAVER
Registration Number:	3230538	VERARI SYSTEMS

CORRESPONDENCE DATA

Fax Number: 2147455390

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.

Phone: 214.745.5370

Email: jmuennink@winstead.com

Correspondent Name: Jan Muennink c/o Winstead PC

CH \$240.00 2872960

Address Line 1: P.O. Box 131851
Address Line 4: Dallas, TEXAS 75001

ATTORNEY DOCKET NUMBER: 3134-1749

NAME OF SUBMITTER: Jan Muennink

SIGNATURE: /.Jan Muennink/

DATE SIGNED: 03/22/2017

Total Attachments: 14

source=3134 1749 BOXX Security Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 6, 2017 by and between COMERICA BANK ("Bank") and Boxx Technologies, LLC, a Delaware limited liability company and Cirrascale Cloud Services, LLC, a Texas limited liability company (together with Boxx Technologies, LLC, collectively, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor, BOXX Technologies, LLC and CCP BOXX Operations, LLC (collectively, the "Borrowers") in the amounts and manner set forth in that certain Credit Agreement by and between Bank and Borrowers dated as of May 26, 2015 (as the same has been or 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 Borrowers, 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 Borrowers under the Security Agreement dated as of the date hereof by and between Grantor and Bank (as the same may be amended, modified or supplemented from time to time, the "Security Agreement").

C. Pursuant to the terms of the Security 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.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

WBD

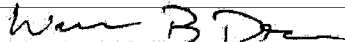
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

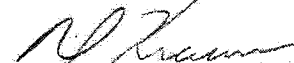
Cirrascale Cloud Services, LLC
Boxx Technologies, LLC
8117 Preston Road, Suite 300
Dallas, Texas 75225
Fax: (214) 295-3001
Attn: Rick Krause

GRANTOR:

CIRRASCALE CLOUD SERVICES, LLC

By: 
William B. Dean
Chief Executive Officer

BOXX TECHNOLOGIES, LLC

By: 
Rick Krause
Chief Executive Officer

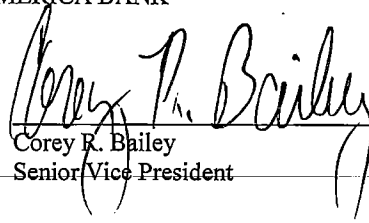
Address of Bank:

Comerica Bank
8850 Boedeker, 4th Floor
MC 6595
Dallas, Texas 75225
Fax: (214) 890-5130
Attn: Julie M. Brandenburg
Corporate Banking Representative

BANK:

COMERICA BANK

By:


Corey R. Bailey
Senior Vice President

IP SCHEDULE: – CIRRASCALE CLOUD SERVICES, LLC

EXHIBIT A

Copyrights

NONE

W37D

IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

EXHIBIT B

Patents

Jurisdiction	Jurisdiction	Publication Stage History	Application Data	Filing details	Priority Details	English title	Current Applicant or Assignee Name	Expected Expiration
US	US2015 347345 A1 2015- 12-03 [US201 503473 45]	(A1) Application published	US14/701,27 2 2015-04-30 [2015US- 14701272]	Provisional Appl: US61/986,813 FDD=2014-04-30 [2014US-61986813]	US14/701,27 2 2015-04-30 [2015US- 14701272] US61/986,81 3P 2014-04- 30 [2014US- 61986813]	Gen3 pci- express riser	CIRRASC ALE	4/30/2035
US	USD55 2101 S 2007-10- 02 [USD55 2101] USD55 2101 S1 2007-10- 02 [USD55 2101]	(S) Design patent (S1) Design patent	US29/232,379F 29232379]	US29/232,379F 2005-06-17 [2005US- 29232379]	US29/232,37 9F 2005-06- 17 [2005US- 29232379]	Rack mountable computer blade front panel assembly	VERARI SYSTEMS; CIRRASC ALE	10/2/2021

INTELLECTUAL PROPERTY SECURITY AGREEMENT (CIRRASCALE CLOUD SERVICES, LLC) - EXHIBIT B
4838-3823-5712x.6.3134-1749

WAB

IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

US	<p>US2004 052065 A1 2004- 03-18 [US200 400520 65] US6842 334 B2 2005-01- 11 [US684 2334]</p>	<p>(A1) Application published (B2) Granted patent as second publication</p>	<p>US10/655,86 2 2003-09-05 [2003US- 10655862]</p>	<p>Provisional: US60/411,850 FDD=2002-09-18 [2002US-60411850] Provisional Appl: US10/411,850 FDD=2002-09-18 [2002US-10411850] Provisional Appl: US10/384,996 FDD=2002-05-31 [2002US-10384996] Provisional Appl: US10/384,987 FDD=2002-05-31 [2002US-10384987] Provisional Appl: US10/385,005 FDD=2002-05-31 [2002US-10385005]</p>	<p>US10/655,86 2 2003-09-05 [2003US- 10655862] US60/411,85 0P 2002-09- 18 [2002US- 60411850]</p>	<p>Portable diagnostic apparatus for computer components and systems and method of using same</p>	<p>VERARI SYSTEMS; RACKSAV ER; CIRRASC ALE</p>	<p>9/18/2022</p>
US	<p>US2003 223196 A1 2003- 12-04 [US200 302231 96] US6680 846 B2 2004-01- 20 [US668 0846] US6801 428 B2</p>	<p>(A1) Application published (B2) Granted patent as second publication (B2) Granted patent as second publication</p>	<p>US10/449,60 8 2003-05-29 [2003US- 10449608]</p>	<p>Provisional: US60/384,996 FDD=2002-05-31 [2002US-60384996] Provisional Appl: US10/384,996 FDD=2002-05-31 [2002US-10384996] Provisional: US60/384,987 FDD=2002-05-31 [2002US-60384987] Provisional Appl: US10/384,987 FDD=2002-05-31 [2002US-60384987]</p>	<p>US10/449,60 8 2003-05-29 [2003US- 10449608] US60/384,99 6P 2002-05- 31 [2002US- 60384996] US60/384,98 7P 2002-05- 31 [2002US- 60384987] US60/384,98 6P 2002-05- 31 [2002US-</p>	<p>Rack mountable computer component fan cooling arrange ment and method</p>	<p>VERARI SYSTEMS; CIRRASC ALE</p>	<p>5/31/2022</p>

INTELLECTUAL PROPERTY SECURITY AGREEMENT (CIRRASCALE CLOUD SERVICES, LLC) - EXHIBIT B
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IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

2004-10-05 [US6801428]				[2002US-10384987] Provisional: US60/384,986 FDD=2002-05-31 [2002US-60384986] Provisional Appl: US10/384,986 FDD=2002-05-31 [2002US-10384986] Provisional: US60/385,005 FDD=2002-05-31 [2002US-60385005] Provisional Appl: US10/385,005 FDD=2002-05-31 [2002US-10385005]	60384986] US60/385,005 5P 2002-05-31 [2002US-60385005]			
US US2003224645 A1 2003-12-04 [US20030224645] US6836030 B2 2004-12-28 [US6836030]	(A1) Application published (B2) Granted patent as second publication	US10/448,508 2003-05-29 [2003US-10448508]	US60/384,996 FDD=2002-05-31 [2002US-60384996] Provisional Appl: US10/384,996 FDD=2002-05-31 [2002US-10384996] Provisional: US60/384,987 FDD=2002-05-31 [2002US-60384987] Provisional Appl: US10/384,987 FDD=2002-05-31 [2002US-10384987] Provisional: US60/384,986	US10/448,508 2003-05-29 [2003US-10448508] US60/384,996 6P 2002-05-31 [2002US-60384996] US60/384,987 7P 2002-05-31 [2002US-60384987] US60/384,986 6P 2002-05-31 [2002US-60384986] US60/385,005 5P 2002-05-31		Rack mountable computer component power distribution unit and method	VERARI SYSTEMS; CIRRASCALE	5/31/2022

INTELLECTUAL PROPERTY SECURITY AGREEMENT (CIRRASCALE CLOUD SERVICES, LLC) - EXHIBIT B
4838-3823-5712v.6 3134-1749

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IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

US	US2003 223199 A1 2003- 12-04 [US200 302231 99] US6909 611 B2 2005-06- 21 [US690 9611]	(A1) Application published (B2) Granted patent as second publication	US10/449,79 9 2003-05-29 [2003US- 10449799]	FDD=2002-05-31 [2002US-60384986] Provisional Appl: US10/384,986 FDD=2002-05-31 [2002US-10384986] Provisional: US60/385,005 FDD=2002-05-31 [2002US-60385005] Provisional Appl: US10/385,005 FDD=2002-05-31 [2002US-10385005] Provisional: US60/384,996 FDD=2002-05-31 [2002US-60384996] Provisional Appl: US10/384,996 FDD=2002-05-31 [2002US-10384996] Previous publication: US20030223199 A1 2003-12-04 [US20030223199] Provisional: US60/384,987 FDD=2002-05-31 [2002US-60384987] Provisional Appl: US10/384,987 FDD=2002-05-31 [2002US-10384987] Provisional:	31 [2002US- 60385005]	US10/449,79 9 2003-05-29 [2003US- 10449799] US60/384,99 6P 2002-05- 31 [2002US- 60384996] US60/384,98 7P 2002-05- 31 [2002US- 60384987] US60/384,98 6P 2002-05- 31 [2002US- 60384986] US60/385,00 5P 2002-05- 31 [2002US- 60385005]	Rack mountable computer componen t and method of making same	VERARI SYSTEMS; RACKSAV ER; CIRRASC ALE	12/19/2022
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (CIRRASCALE CLOUD SERVICES, LLC) - EXHIBIT B
4838-3823-5712v.6 3134-1749

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IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

US	<p>USD49 8732 S 2004-11- 23 [USD49 8732] USD49 8732 S1 2004-11- 23 [USD49 8732]</p>	<p>(S) Design patent (S1) Design patent</p>	<p>US29/180,526F 29180526]</p>	<p>US60/384,986 FDD=2002-05-31 [2002US-60384986] Provisional Appl: US10/384,986 FDD=2002-05-31 [2002US-10384986] Provisional: US60/385,005 FDD=2002-05-31 [2002US-60385005] Provisional Appl: US10/385,005 FDD=2002-05-31 [2002US-10385005]</p>	<p>US29/180,526 6F 2003-04- 25 [2003US- 29180526]</p>	<p>Electronic component housing front panel</p>	<p>VERARI SYSTEMS; RACKSAV ER; CIRRASC ALE</p>	<p>11/23/2018</p>
US	<p>US2003 223193 A1 2003- 12-04 [US200 302231 93]</p>	<p>(A1) Application published (B2) Granted patent as second</p>	<p>US10/160,526 6 2002-05-31 [2002US- 10160526]</p>	<p>Provisional Appl: US10/384,996 FDD=2002-05-31 [2002US-10384996] Provisional Appl: US10/384,987 FDD=2002-05-31</p>	<p>US10/160,526 6 2002-05-31 [2002US- 10160526]</p>	<p>Method and apparatus for rack mounting computer component</p>	<p>VERARI SYSTEMS; CIRRASC ALE</p>	<p>5/31/2022</p>

INTELLECTUAL PROPERTY SECURITY AGREEMENT (CIRRASCALE CLOUD SERVICES, LLC) - EXHIBIT B
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IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

US	US6867 966 B2 2005-03- 15 [US686 7966]	publication	US10/946,55 5 2004-09-20 [2004US- 10946555]	[2002US-10384987] Provisional Appl: US04/384,987 FDD=1961-01-01 [1961US-04384987]	US10/946,55 5 2004-09-20 [2004US- 10946555] US10/160,52 6 2002-05-31 [2002US- 10160526]	ts Method and apparatus for rack mounting computer compon ts	VERARI SYSTEMS; CIRRASCA ALE	5/31/2022
US	US2005 083651 A1 2005- 04-21 [US200 500836 51] US7420 805 B2 2008-09- 02 [US742 0805]	(A1) Application published (B2) Granted patent as second publication	US10/946,55 5 2004-09-20 [2004US- 10946555]	Division of: US10/160,526 FDD=2002-05-31 [2002US-10160526] Division of: US6867966 - 0 [US6867966] Provisional Appl: US10/384,996 FDD=2002-05-31 [2002US-10384996] Previous publication: US20050083651 A1 2005-04-21 [US20050083651] Provisional Appl: US10/384,987 FDD=2002-05-31 [2002US-10384987] Provisional Appl: US04/384,987 FDD=1961-01-01 [1961US-04384987]	US10/946,55 5 2004-09-20 [2004US- 10946555] US10/160,52 6 2002-05-31 [2002US- 10160526]	ts Method and apparatus for rack mounting computer compon ts	VERARI SYSTEMS; CIRRASCA ALE	5/31/2022
US	14/701, 272 (US)					Gen3 Pcle Riser		

INTELLECTUAL PROPERTY SECURITY AGREEMENT (CIRRASCALE CLOUD SERVICES, LLC) - EXHIBIT B
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IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

US	2.488.0 37 (US)					Methods And Apparatus For Mounting Computer Components
China	200810109356.3 (China)					Methods And Apparatus For Mounting Computer Components
Japan	2007-337961 / 4747161 (Japan)					Methods And Apparatus For Mounting Computer Components
South Korea	10-2004-7019513 / 10-772084 (South Korea)					A Rack System For Mounting Components
South Korea	12-2006-7015133 / 10-0911700 (South Korea)					A Rack System For Mounting Computer Components And A Method Of Cooling Rack Mounted Components
South Korea	10-2006-7015139 / 10-0913511 (South Korea)					A Heat Sink For An Active Component And A Method Of Utilizing Thereof
South Korea	10-2006-7015140 / 10-0913512 (South Korea)					A Cooling Arrangement And A Method Of Cooling Computer Components
South Korea	10-2006-7015141 / 10-0913513 (South Korea)					Computer Blades


INTELLECTUAL PROPERTY SECURITY AGREEMENT (CIRRASCALE CLOUD SERVICES, LLC) -- EXHIBIT B
4838-3823-5712v.6 3134-1749

WSD

IP SCHEDULE: - CIRRASCALE CLOUD SERVICES, LLC

EXHIBIT C

Trademarks

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS				
App. Ser. No.	Reg. No.	Mark	Register	Status
78/114862	2872960	BLADERACK	Supplemental US	Renewed
77/157553	3361829	BLADES WITHOUT BOUNDARIES	Principal US	Registered
85/112278	4161766	CIRRASCALE	Principal US	Registered
85/112291	4258134	CIRRASCALE & DESIGN 	Principal US	Registered
85/612260	4506007	CIRRASTOR	Principal US	Registered
85/641848	4381062	FOREST	Principal US	Registered
76/576638	2937500	NICE RACK (stylized) NICE RACK	Principal US	Renewed
78/000554	25367777	RACKSAVER	Principal US	Renewed
78/387150	3230538	VERARI SYSTEMS	Principal US	Registered & Incontestable
	1152905 International Register	FOREST	Madrid Protocol: China, Japan, Korea	Registered
302454480		FOREST	Hong Kong	Filed
1226554	TMA703256	VERARI SYSTEMS	Canada	Registered
	4227207	VERARI SYSTEMS	China	Registered
826911250		VERARI SYSTEMS	Brazil	Filed

WB/D

IP SCHEDULE: – CIRRASCALE CLOUD SERVICES, LLC

EXHIBIT D

Domain Name Registrations

DOMAIN NAME REGISTRATIONS		
<u>Domain</u>	<u>Registrant</u>	<u>Registration Date</u>

WRD