

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Faction Holdings, Inc.		01/30/2019	Corporation: DELAWARE
The Faction Group LLC		01/30/2019	Limited Liability Company: COLORADO
Faction Group Two LLC		01/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX Growth Capital, LLC		
Street Address:	1717 Main Street, Suite 1100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	87844171	MULTICLOUD PLATFORM AS A SERVICE	
Serial Number:	87859995	MULTI-CLOUD PLATFORM AS A SERVICE	
Serial Number:	87844174	MCPAAS	
Serial Number:	87951212	MCDRAAS	
Serial Number:	87844179	MPAAS	
Serial Number:	88111452	SATISFACTION	
Registration Number:	4814835	FACTION	
Registration Number:	4814836	FACTION JOIN THE CLOUD REVOLUTION	
Registration Number:	4814837	FACTION	
Registration Number:	4814838	FACTION JOIN THE CLOUD REVOLUTION	
Registration Number:	4833608	FACTION FUELED CLOUD	
Registration Number:	5474063		
Registration Number:	5474064		
Registration Number:	5562986	CLOUD CONTROL VOLUMES	
Registration Number:	5580700	CCV	
Registration Number:	5617504	HDRAAS	

OP \$565.00 87844171

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4779001	FACTION
Registration Number:	4814775	FACTION JOIN THE CLOUD REVOLUTION
Registration Number:	4814776	JOIN THE CLOUD REVOLUTION
Registration Number:	4814777	FUELED BY FACTION
Registration Number:	4852536	FACTION FUELED
Registration Number:	4860974	FACTION FUELED CLOUD

CORRESPONDENCE DATA

Fax Number:

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.

Email: jlandweber@mcguirewoods.com
Correspondent Name: Joseph Landweber
Address Line 1: Two Embarcadero Center, Suite 1300
Address Line 2: McGuireWoods LLP
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Joseph Landweber
SIGNATURE:	/JOSEPH LANDWEBER/
DATE SIGNED:	01/30/2019

Total Attachments: 12
source=Trademark Packet#page1.tif
source=Trademark Packet#page2.tif
source=Trademark Packet#page3.tif
source=Trademark Packet#page4.tif
source=Trademark Packet#page5.tif
source=Trademark Packet#page6.tif
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source=Trademark Packet#page8.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

FACTION HOLDINGS, INC.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 30, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ORIX GROWTH CAPITAL, LLC

Street Address: 1717 Main Street, Suite 1100

City: Dallas

State: Texas

Country: United States Zip: 75201

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Exhibit A attached hereto

See Exhibit A attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Exhibit A attached hereto

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joseph Landweber

Internal Address: McGuireWoods LLP

Street Address: Two Embarcadero Center, Suite 1300

City: San Francisco

State: California Zip: 94111

Phone Number: 4154900853

Docket Number: _____

Email Address: jlandweber@mcguirewoods.com

6. Total number of applications and registrations involved:

22

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$565.00

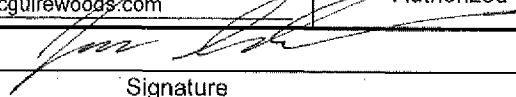
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

January 30, 2019

Date

Joseph Landweber

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450






Additional Conveying Parties




THE FACTION GROUP LLC, a Colorado limited liability company
FACTION GROUP TWO LLC, a Delaware limited liability company

SCHEDULE A

Trademarks

U.S. Trademark Applications/ Registrations

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
MULTICLOUD PLATFORM AS A SERVICE	U.S.	87/844,171 03/21/2018	N/A	The Faction Group LLC (Colorado LLC)	Pending
MULTI-CLOUD PLATFORM AS A SERVICE	U.S.	87/859,995 04/02/2018	N/A	The Faction Group LLC (Colorado LLC)	Pending
MCPAAS	U.S.	87/844,174 03/21/2018	N/A	The Faction Group LLC (Colorado LLC)	Pending
MCDRAAS	U.S.	87/951,212 06/06/2018	N/A	The Faction Group LLC (Colorado LLC)	Pending
MPAAS	U.S.	87/844,179	N/A	The Faction Group LLC (Colorado LLC)	Pending
SATISFACTION	U.S.	88/111,452 09/10/2018	N/A	The Faction Group LLC (Colorado LLC)	Pending
 FACTION	U.S.	86/474,938 12/09/2014	4,814,835 09/15/2015	The Faction Group LLC (Colorado LLC)	Registered
 FACTION Join the Cloud Revolution	U.S.	86/474,954 12/09/2014	4,814,836 09/15/2015	The Faction Group LLC (Colorado LLC)	Registered
 FACTION Join the Cloud Revolution	Madrid	1269929 07/16/2015	1269929 07/16/2015	The Faction Group LLC (Colorado LLC)	Registered; Statement of Grant in the United Kingdom
 FACTION	U.S.	86/474,963 12/09/2014	4,814,837 09/15/2015	The Faction Group LLC (Colorado LLC)	Registered
 FACTION Join the Cloud Revolution	U.S.	86/474,971 12/09/2014	4,814,838 09/15/2015	The Faction Group LLC (Colorado LLC)	Registered

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
	U.S.	86/474,912 12/09/2014	4,833,608 10/13/2015	The Faction Group LLC (Colorado LLC)	Registered
	U.S.	87/597,406 09/06/2017	5,474,063 05/22/2018	The Faction Group LLC (Colorado LLC)	Registered
	U.S.	87/597,410 09/06/2017	5,474,064 05/22/2018	The Faction Group LLC (Colorado LLC)	Registered
CLOUD CONTROL VOLUMES	U.S.	87/828,168 03/09/2018	5,562,986 09/11/2018	The Faction Group LLC (Colorado LLC)	Registered
CCV	U.S.	87/828,184 03/09/2018	5,580,700 10/09/2018	The Faction Group LLC (Colorado LLC)	Registered
HDRAAS	U.S.	87/951,201 06/06/2018	5,617,504 11/27/2018	The Faction Group LLC (Colorado LLC)	Registered
FACTION	U.S.	86/407,759 09/26/2014	4,779,001 07/21/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered
FACTION JOIN THE CLOUD REVOLUTION	U.S.	86/455154 11/14/2014	4,814,775 09/15/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered
JOIN THE CLOUD REVOLUTION	U.S.	86/455,164 11/14/2014	4,814,776 09/15/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered
FUELED BY FACTION	U.S.	86/455,170 11/14/2014	4,814,777 09/15/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered
FACTION FUELED	U.S.	86/455,184 11/14/2014	4,852,536 11/10/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered
FACTION FUELED CLOUD	U.S.	86/463,018 11/24/2015	4,860,974 11/24/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of January 30, 2019 (the "Effective Date") by and among ORIX GROWTH CAPITAL, LLC, a Delaware limited liability company ("Lender"), and FACTION HOLDINGS, INC., a Delaware corporation, THE FACTION GROUP LLC, a Colorado limited liability company and FACTION GROUP TWO LLC, a Delaware limited liability company (each, individually, a "Grantor" and, collectively "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and among Lender and the Grantors dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lender is willing to make the Loans to the Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of such Grantor's Intellectual Property to secure the obligations of the Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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 Loan Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and maskworks listed on Schedules A, B and C 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. Notwithstanding the foregoing, the Collateral shall not include "intent-to-use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, but only to the extent the granting of a security interest in such "intent-to-use" trademarks would be contrary to applicable law.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, maskworks, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. Grantors shall not, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without complying with the following: (i) providing Lender with a copy of the application for any such registration promptly (and in no event later than five (5) Business Days) after the filing thereof, and (ii) executing and filing such other instruments, and taking such further actions, as the Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, a copy of this Agreement or a supplement hereto in form acceptable to the Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. The security interest granted herein is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to the Lender as a matter of law or equity. Each right, power and remedy of the Lender provided for herein or in the Loan 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 Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the Lender and the Grantors, shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to conflict of laws principles, provided that the Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank; signature page follows]

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.

GRANTORS:

Address of Grantor:

1660 Lincoln St., Suite 1600
Denver, CO 80264

FACTION HOLDINGS, INC.

By: [Signature]
Name: Lucy M. Harris
Title: CEO

THE FACTION GROUP LLC

By: [Signature]
Name: Lucy M. Harris
Title: CEO

FACTION GROUP TWO LLC

By: [Signature]
Name: Lucy M. Harris
Title: CEO

LENDER:

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

ORIX GROWTH CAPITAL, LLC

By: _____
Name: _____
Title: _____

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Address of Grantor:

1660 Lincoln St., Suite 1600
Denver, CO 80264

GRANTORS:

FACTION HOLDINGS, INC.

By: _____
Name: _____
Title: _____

THE FACTION GROUP LLC

By: _____
Name: _____
Title: _____

FACTION GROUP TWO LLC

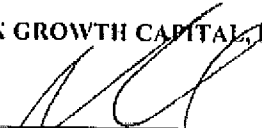
By: _____
Name: _____
Title: _____

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201
Attn: General Counsel

LENDER:

ORIX GROWTH CAPITAL, LLC

By:  _____
Name: Mark Campbell
Title: Authorized Representative

[Intellectual Property Security Agreement]

TRADEMARK
REEL: 006545 FRAME: 0368

SCHEDULE A






Copyrights




None

SCHEDULE B

Trademarks

U.S. Trademark Applications/ Registrations

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
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HDRAAS	U.S.	87/951,201 06/06/2018	5,617,504 11/27/2018	The Faction Group LLC (Colorado LLC)	Registered
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FACTION FUELED	U.S.	86/455,184 11/14/2014	4,852,536 11/10/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered
FACTION FUELED CLOUD	U.S.	86/463,018 11/24/2015	4,860,974 11/24/2015	Faction Holdings, Inc. (Delaware Corp.)	Registered

SCHEDULE C

Patents

U.S. Patent Applications/ Registrations

Title	Filing Type	App. No. / Filing Date	Patent No. / Issue Date	Owner	Status
SYSTEM AND METHOD FOR A MULTI-TENANT DATACENTER WITH LAYER 2 CLOUD INTERCONNECTION	Utility	15/424,610 02/03/2017	N/A	The Faction Group LLC (Colorado LLC)	Pending
SYSTEM AND METHOD FOR A MULTI-TENANT DATACENTER WITH LAYER 2 CLOUD INTERCONNECTION	Utility	15/424,651 02/03/2017	N/A	The Faction Group LLC (Colorado LLC)	Pending
SYSTEM AND METHOD FOR A MULTI-TENANT DATACENTER WITH LAYER 2 INTERCONNECTION AND CLOUD STORAGE	Utility	16/104,834 08/17/2018	N/A	The Faction Group LLC (Colorado LLC)	Pending
SYSTEM AND METHOD FOR A MULTI-TENANT DATACENTER WITH LAYER 2 CLOUD INTERCONNECTION	Utility	13/356,555 01/23/2012	9,571,301 02/14/2017	The Faction Group LLC (Colorado LLC)	Issued
SYSTEM AND METHOD FOR A MULTI-TENANT DATACENTER WITH LAYER 2 CLOUD INTERCONNECTION	Utility	14/621,320 02/12/2015	9,621,374 04/11/2017	The Faction Group LLC (Colorado LLC)	Issued
SYSTEM AND METHOD FOR NESTED HYPERVISORS AND LAYER 2 INTERCONNECTION	Utility	15/052,441 02/24/2016	9,798,570 10/24/2017	The Faction Group LLC (Colorado LLC)	Issued
SYSTEM AND METHOD FOR NESTED HYPERVISORS AND LAYER 2 INTERCONNECTION	Utility	15/684,913 08/23/2017	10,037,224 07/31/2018	The Faction Group LLC (Colorado LLC)	Issued