

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588335

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nimbix, Inc.		03/27/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6088158	JARVICE
Registration Number:	6082837	N
Registration Number:	6072240	PUSHTOCOMPUTE
Serial Number:	88134332	SUPERCOMPUTING MADE SUPERHUMAN
Registration Number:	5917945	SUPERCOMPUTING MADE SUPERHUMAN
Serial Number:	88495486	HYPERHUB
Registration Number:	5906891	N
Registration Number:	5906890	N
Registration Number:	5888648	N
Registration Number:	5882599	SUPERCOMPUTING MADE SUPER HUMAN

CORRESPONDENCE DATA

Fax Number: 7349302494

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: 7349302488

Email: ipfilings@bodmanlaw.com

Correspondent Name: Susan M. Kornfield - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

TRADEMARK

NAME OF SUBMITTER:	Susan M. Kornfield
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	07/23/2020
Total Attachments: 6 source=Nimbix -Revised Executed IPSA#page1.tif source=Nimbix -Revised Executed IPSA#page2.tif source=Nimbix -Revised Executed IPSA#page3.tif source=Nimbix -Revised Executed IPSA#page4.tif source=Nimbix -Revised Executed IPSA#page5.tif source=Nimbix -Revised Executed IPSA#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 27, 2018 by and between **COMERICA BANK** ("Bank") and **NIMBIX, INC.**, a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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.

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan 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 Loan 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 Loan 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, Patents and Trademarks listed on Exhibits 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.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C 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.

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:

800 E. Campbell, Suite 241
Richardson, Texas 75081

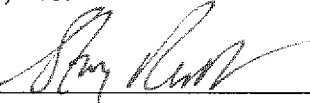
Attn: Stacy Reput, CFO

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

NIMBIX, INC.

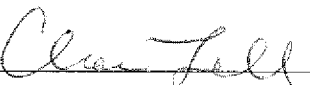
By: 

Name: Stacy Reput

Title: CFO

BANK:

COMERICA BANK

By: 

Name: Charles Fell

Title: Vice President

EXHIBIT A

Copyrights

[None]

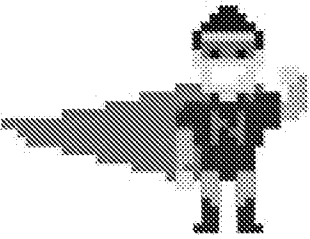
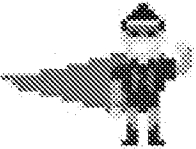
EXHIBIT B

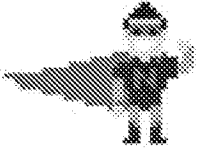
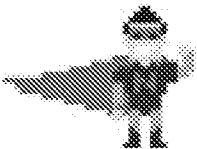
Patents

Title	Application No.	Filing Date	Patent No.	Granted Date
Reconfigurable cloud computing	14/809644	7/27/15	9,794,343	10/17/17
Reconfigurable cloud computing	14/282407	5/20/14	9,094,404	7/28/15
Reconfigurable cloud computing	13/449003	4/17/12	8,775,576	7/8/14
Reconfigurable cloud computing	15/682011	8/21/17	n/a	n/a
System and method for managing heterogeneous data for cloud computing applications	14/824536	8/12/15	n/a	n/a
Dynamic creation and execution of containerized applications in cloud computing	14/541877	11/14/14	n/a	n/a
Dynamic creation and execution of containerized applications in cloud computing	15/917395	3/9/18	10,616,312	4/7/20
Method and system for preemptible coprocessing	15/281155	9/30/16	10,235,207	3/19/19
System and method for scheduling computer tasks	16/663661	10/25/19	n/a	n/a
System and method for scheduling computer tasks	16/286004	2/26/19	n/a	n/a
System and method for batch computing	16/285928	2/26/19	n/a	n/a

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date
NIMBIX	87/751577	1/11/18
NIMBIX	87/751575	1/11/18
NIMBIX	87/751572	1/11/18
NIMBIX	87/751566	1/11/18
JARVICE	88/105487	9/5/18
	88/134319	9/27/18
PUSHTOCOMPUTE	88/105483	9/5/18
SUPERCOMPUTING MADE SUPERHUMAN	88/134332	9/27/18
SUPERCOMPUTING MADE SUPERHUMAN	88/134324	9/27/18
HYPERHUB	88/495486	7/1/19
	88/237398	12/20/18

Mark	App. No.	Filing Date
	88/237394	12/20/18
	88/134326	9/27/18
SUPERCOMPUTING MADE SUPER HUMAN	88/237402	12/20/18