

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654605

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haxiot, Inc.	FORMERLY Iotek Systems, LLC	06/11/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5839699	HAXIOT	
Registration Number:	5857596	X-ON	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<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:	6129778287		
Email:	enewby@taftlaw.com		
Correspondent Name:	Emma Newby		
Address Line 1:	80 South 8th Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M36330-00206		
NAME OF SUBMITTER:	Emma Newby		
SIGNATURE:	/Emma Newby/		
DATE SIGNED:	06/17/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of June 11, 2021, is made by and between HAXIOT, INC., a Delaware corporation formerly known as Iotek Systems, LLC, a Texas limited liability company (the "**Grantor**"), in favor of BMO HARRIS BANK N.A. (the "**Administrative Agent**"), a national banking association, as administrative and collateral agent for the secured parties under the Credit Agreement referred to below (the "**Secured Parties**").

WHEREAS, Digi International Inc., a Delaware corporation (the "**Borrower**"), and certain affiliates of the Borrower have entered into an Amended and Restated Credit Agreement dated as of March 15, 2021 (the "**Credit Agreement**") with the Administrative Agent and lenders (the "**Lenders**") party thereto.

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Assumption Agreement dated as of the date hereof, made by the Grantor in favor of the Administrative Agent, and thus has become a party to that certain Amended and Restated Guarantee and Collateral Agreement dated as of March 15, 2021, made by and among the Borrower, certain affiliates of the Borrower and the Administrative Agent (the "**Collateral Agreement**").

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office (the "**USPTO**").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, and all goodwill associated therewith, and all extensions and renewals thereof (the "**Trademarks**"), and all common-law rights related thereto, excluding only any intent-to-use trademark application prior to the filing with, and acceptance of, the USPTO of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable Requirement of Law (as defined in the Credit Agreement);

(b) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise of any kind whatsoever of Grantor accruing under any of the foregoing;

(c) any and all royalties, fees, income, payments, and other Proceeds (as defined in the Collateral Agreement) now or hereafter due or payable with respect to any and all of the foregoing; and

(d) all rights to sue at law or in equity for any infringement or other impairment with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including the right to receive all proceeds and damages therefrom.

2. Recordation. Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Credit Agreement, the Collateral Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HAXIOT, INC.

By: _____
Name: _____
Title: _____

Address for Notices:
9350 Excelsior Boulevard, Suite 700
Hopkins, Minnesota 55343-3444
Attention: Jamie Loch, Chief Financial Officer
E-Mail: Jamie.Loch@digi.com

AGREED TO AND ACCEPTED:

BMO HARRIS BANK N.A.,
as Administrative Agent

By:  _____
Name: Philip Sanfilippo
Title: Director

Address for Notices:
50 South Sixth Street, Suite 1000
Minneapolis, Minnesota 55402
Attention: Philip Sanfilippo
E-Mail: philip.sanfilippo@bmo.com

[Signature Page to Trademark Security Agreement]

SCHEDULE 1

REGISTERED U.S. TRADEMARKS

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
5,839,699	8/20/2019	HAXIOT
5,857,596	9/10/2019	X-ON