

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710633

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contegix, LLC		02/25/2022	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 W. Six Mile Road		
Internal Address:	M/C 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Banking Association: TEXAS		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5587978	CONTEGIX AGILITY BUNDLE	
Registration Number:	5214275	CONTEGIX DESIGN · HOST · MANAGE	
Registration Number:	3126716	CONTEGIX	
Registration Number:	4171216	CONTEGIX	
Registration Number:	5213493	CONTEGIX	
Registration Number:	5535870	CASP	
Registration Number:	4171776	X	
Registration Number:	3144990	BEYOND MANAGED HOSTING	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA PIPER LLP (USA)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		

CH \$215.00 5587978

NAME OF SUBMITTER:	Matt Schwartz
SIGNATURE:	/s/ Matt Schwartz
DATE SIGNED:	02/25/2022
Total Attachments: 6 source=Stratus Holdings- Intellectual Property Security Agreement- Contegix (2.2022)#page1.tif source=Stratus Holdings- Intellectual Property Security Agreement- Contegix (2.2022)#page2.tif source=Stratus Holdings- Intellectual Property Security Agreement- Contegix (2.2022)#page3.tif source=Stratus Holdings- Intellectual Property Security Agreement- Contegix (2.2022)#page4.tif source=Stratus Holdings- Intellectual Property Security Agreement- Contegix (2.2022)#page5.tif source=Stratus Holdings- Intellectual Property Security Agreement- Contegix (2.2022)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 25, 2022 by and between COMERICA BANK, a Texas banking association ("Bank") and CONTEGIX, LLC, a [Missouri] limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of Grantor and/or the other Borrowers (as defined below) (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and certain Loan Parties named therein dated as of February 25, 2022 (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

B. 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 Grantor and Bank, 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. Notwithstanding the foregoing, the Collateral does not include "intent-to-use" trademark at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of sue with the United States Patent and Trademark Office or otherwise, but only to the extent that the granting of a security interest in such "intent-to-use" trademarks under this Agreement or any other Loan Document would invalidate such intent-to-use trademarks and would be contrary to applicable law.

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.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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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. Grantor also acknowledges and agrees that Grantor's electronic signature below indicates Grantor's agreement to, and intention to be legally bound by, all of the terms and conditions of this Agreement.

GRANTOR:

Address of Grantor:

22970 Indian Creek Dr. #402
Sterling, VA 20166
Attn: Chief Executive Officer

CONTEGIX, LLC, a Missouri limited liability company

By: Stratus Midco, Inc., its Manager

By: 
A0A57F65E5DFF47C...

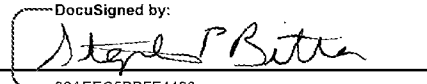
Name: Brad Hokamp
Title: President, Chief Executive Officer,
Treasurer and Secretary

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 
92AEFC5BBFF4480...

Name: Stephen P. Bitter
Title: Senior Vice President

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
Contegix Agility Bundle	5587978	November 29, 2017
Contegix Design – Host - Manage	5214275	May 30, 2017
Contegix	3126716	August 29, 2005
Contegix	4171216	November 10, 2011
Contegix	5213493	May 30, 2017
CASP	5535870	August 7, 2018
X	4171776	July 10, 2012
Beyond Managed Hosting	3144990	September 19, 2006