

Form PTO-1595 (Rev. 03/01) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
 OMB No. 0651-0027 (exp. 5/31/2002) **PATENTS ONLY** U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
 Rackable Systems, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Rackable Corporation
 Internal Address: _____
 Street Address: _____
 Four Embarcadero Center, Suite 3350
 c/o Parthenon Capital
 City: San Francisco
 State: CA Zip: 94111
 Additional name(s) & address(es) attached: Yes No

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: December 23, 2002


4. Application number(s) or patent number(s):
 If this document is being filed together with a new application, the execution date of the new application is: _____
 A. Patent Application No.(s):
 10/627,375
 B. Patent No.(s): _____
 Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: E. Thomas Wheelock
 MORRISON & FOERSTER LLP
 Internal Address: Atty. Dkt.: 443452000104
 Street Address:
 755 Page Mill Road
 City: Palo Alto State: CA Zip: 94304

6. Total number of applications and patents involved: 1
 7. Total fee (37 CFR 3.41) \$ 40.00
 Enclosed
 Authorized to be charged to deposit account
 Authorized to be charged to credit card (Form 2038 enclosed)
 8. Deposit account number:
03-1952
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

E. Thomas Wheelock - 28,825  _____
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

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EXECUTION COPY

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 23th day of December, 2002 ("Effective Date"), by and between Rackable Systems, Inc., a Delaware corporation, with its principal office at 721 Charcot Avenue, San Jose, California 95131 ("Assignor"), and Rackable Corporation, a Delaware corporation, with its principal office at Four Embarcadero Center, Suite 3350, San Francisco, California 94111, c/o Parthenon Capital ("Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning ascribed to them in the Asset Acquisition Agreement.

WHEREAS, Assignor and Assignee are parties to that certain Asset Acquisition Agreement dated as of December 23, 2002 (the "Asset Acquisition Agreement"), pursuant to which Assignor has agreed, *inter alia*, to assign to Assignee and Assignee has agreed to accept substantially all of the assets and properties relating to the Intellectual Property of Assignor's business, including, without limitation, those United States and foreign patent applications and registrations as identified and set forth on Schedule A attached hereto and any patents that are issued therefrom (the foregoing collectively referred to herein as the "Patents");

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the Patents;

WHEREAS, Assignee wishes to acquire from Assignor and Assignor wishes to assign to Assignee all right, title and interest in and to the Patents; and

WHEREAS, the execution and delivery of this Assignment by Assignor and Assignee are conditions to the consummation of the transactions contemplated in the Asset Acquisition Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, including for the United States and any corresponding patents or patent applications in foreign countries, and further including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor

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if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's sole expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that the Assignee may deem reasonably appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee.

This Assignment may be executed in one or more counterparts and by facsimile transmitted signature, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties hereto.

[The remainder of this page left intentionally blank; signature pages follow.]

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IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 20 day of December, 2002.

RACKABLE SYSTEMS, INC.

RACKABLE CORPORATION

Name: Giovanni Longobardi
Title: CEO

Name: Tom Blanton
Title: CEO

STATE OF Ca.)
COUNTY OF S.C.) SS.

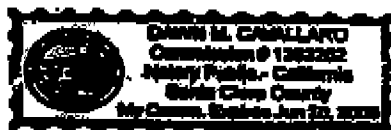
On this 20th day of Dec, 2002, there appeared before me T. Blanton personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Rackable Systems, Inc.



Dawn M. Cavallaro
Notary Public

STATE OF Ca.)
COUNTY OF S.C.) SS.

On this 20th day of Dec, 2002, there appeared before me G. Longobardi personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Rackable Corporation.



Dawn M. Cavallaro
Notary Public

PATENT
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PATENT
REEL: 015407 FRAME: 0633

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SCHEDULE A

PATENTS

United States:

<u>Description</u>	<u>Patent/Application Serial Number</u>	<u>Issue/Application Date</u>
"High Density Computer Equipment Storage System"	Patent No. 6,496,366	December 17, 2002
"Computer Chassis for Dual, Opposing Main Boards"	Serial No. 29/118,970	February 18, 2000
"Computer Chassis for Dual Offset Opposing Main Boards"	Serial No. 09/789,602	February 20, 2001
"Bank of Computer Chassis Mounted to Rack Bars"	Serial No. 29/137,456	February 20, 2001
"High Density Computer Equipment Storage System"	Serial No. 10/279,153	October 23, 2002

Foreign: None.

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RECORDED: 04/10/2003

**PATENT
REEL: 013670 FRAME: 0381**

RECORDED: 11/23/2004

**PATENT
REEL: 015407 FRAME: 0634**