

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Sofflayer Technologies, Inc.	11/22/2011
RECEIVING PARTY DATA	
Name:	SunTrust Bank, as Collateral Agent
Street Address:	303 Peachtree Street, NE
Internal Address:	24th Floor, Attn: Doug Weltz
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13093141
Application Number:	13104535
Application Number:	13185857
Application Number:	13191583
CORRESPONDENCE DATA	
Fax Number:	(404)581-8330
Phone:	404-581-8275
Email:	srbrown@jonesday.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Sidney R. Brown, Jones Day
Address Line 1:	1420 Peachtree Street, NE
Address Line 2:	Suite 800
Address Line 4:	Atlanta, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	566957-640019

OP \$160.00 13093141

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**PATENT
 REEL: 027290 FRAME: 0855**

NAME OF SUBMITTER:

Sidney R. Brown

Total Attachments: 5

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**GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Softlayer Technologies, Inc., a Texas corporation with principal offices at 2180 Sand Hill Road, Suite 210, Menlo Park, CA 94025 (the "Grantor"), hereby grants to SunTrust Bank, as Collateral Agent, with offices at 303 Peachtree Street, N. E. / 4th Floor, Atlanta, Georgia 30308 (the "Grantee"), a continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the United States patents (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement referred to below).

THIS GRANT is made to secure the payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of November 9, 2010 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Patents shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of the Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

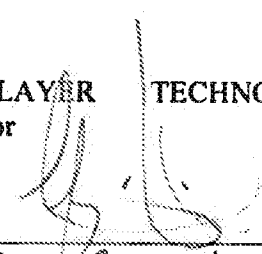
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE, JURISDICTION OF

THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 22nd day of November, 2011

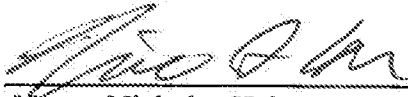
SOFTLAYER TECHNOLOGIES, INC.,
Grantor

By: 
Name: George Karydis
Title: Chief Strategy Officer

[SOFTLAYER - PATENT SECURITY AGREEMENT]

PATENT
REEL: 027290 FRAME: 0859

SUNTRUST BANK, as Collateral Agent and
Grantee

By: 

Name: Nicholas Hahn

Title: Director

[SOFTLAYER – PATENT SECURITY AGREEMENT]

PATENT
REEL: 027290 FRAME: 0860

Schedule A

Title	Country	Application No./ Filing Date	Owner
System and Method for Secure Data Entry	US	13/093,141 April 25, 2011	SoftLayer Technologies, Inc.
System and Method for Web-Based Security Authentication	US	13/104,535 May 10, 2011	SoftLayer Technologies, Inc.
System and Method for Efficiently Representing and Managing a Computer Facility	US	13/185,857 July 19, 2011	SoftLayer Technologies, Inc.
System and Method for Customer Discount Management	US	13/191,583 July 27, 2011	SoftLayer Technologies, Inc.

ATI-2488981v2

RECORDED: 11/29/2011

PATENT
REEL: 027290 FRAME: 0861