

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2749181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BOX, INC.	02/28/2014
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 14	
Property Type	Number
Application Number:	14056899
Application Number:	14044261
Application Number:	14046294
Application Number:	14046523
Application Number:	14046726
Application Number:	14047223
Application Number:	14026674
Application Number:	61877917
Application Number:	14027149
Application Number:	14042473
Application Number:	14026837
Application Number:	14027147
Application Number:	61877938
Application Number:	61894340
CORRESPONDENCE DATA	

502702575

PATENT
 REEL: 032376 FRAME: 0324

Fax Number: (800)494-7512
Phone: 202-370-4761
Email: ipteam@nationalcorp.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: THOMAS FAHEY
Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	SONYA JACKMAN
--------------------	---------------

Signature:	/Sonya Jackman/
------------	-----------------

Date:	03/01/2014
-------	------------

Total Attachments: 5
source=#85650180v1 - (PSA filing)#page2.tif
source=#85650180v1 - (PSA filing)#page3.tif
source=#85650180v1 - (PSA filing)#page4.tif
source=#85650180v1 - (PSA filing)#page5.tif
source=#85650180v1 - (PSA filing)#page6.tif

PATENT SECURITY AGREEMENT

(Patents, Patent Applications and Patent Licenses)

WHEREAS, Box, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, the Patent Collateral (as defined below);

WHEREAS, Box, Inc. (the “**Borrower**”), the Lenders party thereto, and Credit Suisse AG, Cayman Islands Branch as Administrative Agent and Collateral Agent, are parties to a Credit Agreement dated as of August 27, 2013 (as amended from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of August 27, 2013 (as amended and/or supplemented from time to time, the “**Guarantee and Collateral Agreement**”) among the Grantor, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Patent Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below); and

WHEREAS, terms defined in the Guarantee and Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Guarantee and Collateral Agreement) and not otherwise defined herein shall have, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Guarantee and Collateral Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto;
- (ii) each Patent License (as defined in the Guarantee and Collateral Agreement) to which the Grantor is a party, including, without limitation, each Patent License identified in Schedule 1 hereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto) and all rights and benefits of the Grantor under any Patent License (including, without limitation, any Patent License identified in Schedule 1 hereto).


The Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which the Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Guarantee and Collateral Agreement or the Credit Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Guarantee and Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any of the provisions of the Patent Security Agreement are deemed to conflict with any of the provisions of the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28th day of February, 2014.

BOX, INC.

By: 
Name VP Finance
Title Jennifer Cera

Acknowledged:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
As Collateral Agent

By:  
Name BILL O'DALY MICHAEL D'ONOFRIO
Title AUTHORIZED SIGNATORY AUTHORIZED SIGNATORY

**Schedule 1
to Patent
Security Agreement**

BOX, INC.

PATENT APPLICATIONS

<u>Grantor/Registered Owner</u>	<u>Office of Registration/ Country Designation</u>	<u>Title</u>	<u>Application No./ Date</u>
Box, Inc.	United States of America	REMOTE KEY MANAGEMENT IN A CLOUD-BASED ENVIRONMENT	14/056,899 17-Oct-2013
Box, Inc.	United States of America	SYSTEM AND METHOD FOR ENHANCED SECURITY AND MANAGEMENT MECHANISMS FOR ENTERPRISE ADMINISTRATORS IN A CLOUD-BASED ENVIRONMENT	14/044,261 02-Oct-2013
Box, Inc.	United States of America	CORPORATE USER DISCOVERY AND IDENTIFICATION OF RECOMMENDED COLLABORATORS IN A CLOUD PLATFORM	14/046,294 04-Oct-2013
Box, Inc.	United States of America	ENHANCED QUICK SEARCH FEATURES, LOW-BARRIER COMMENTING/INTERACTIVE FEATURES IN A COLLABORATION PLATFORM	14/046,523 04-Oct-2013
Box, Inc.	United States of America	SEAMLESS ACCESS, EDITING, AND CREATION OF FILES IN A WEB INTERFACE OR MOBILE INTERFACE TO A COLLABORATIVE CLOUD PLATFORM	14/046,726 04-Oct-2013
Box, Inc.	United States of America	SYSTEM AND METHOD FOR GENERATING EMBEDDABLE WIDGETS WHICH ENABLE ACCESS TO A CLOUD-BASED COLLABORATION PLATFORM	14/047,223 07-Oct-2013
Box, Inc.	United States of America	CONFIGURABLE EVENT-BASED AUTOMATION ARCHITECTURE FOR CLOUD-BASED COLLABORATION PLATFORMS	14/026,674 13-Sep-2013
Box, Inc.	United States of America	SYSTEMS AND METHODS FOR CONFIGURING EVENT-BASED AUTOMATION IN CLOUD-BASED COLLABORATION PLATFORMS	61/877,917 13-Sep-2013
Box, Inc.	United States of America	SIMULTANEOUS EDITING/ ACCESSING OF CONTENT BY COLLABORATOR INVITATION THROUGH A WEB-BASED OR MOBILE APPLICATION TO A CLOUD-BASED COLLABORATION	14/027,149 13-Sep-2013

Schedule 1-1

LEGAL29588347.2

**PATENT
REEL: 032376 FRAME: 0329**

<u>Grantor/Registered Owner</u>	<u>Office of Registration/ Country Designation</u>	<u>Title</u>	<u>Application No./ Date</u>
		PLATFORM	
Box, Inc.	United States of America	SIMULTANEOUS EDITING/ ACCESSING OF CONTENT BY COLLABORATOR INVITATION THROUGH A WEB-BASED OR MOBILE APPLICATION TO A CLOUD-BASED COLLABORATION PLATFORM	14/042,473 30-Sep-2013
Box, Inc.	United States of America	MOBILE DEVICE, METHODS AND USER INTERFACES THEREOF IN A MOBILE DEVICE PLATFORM FEATURING MULTIFUNCTIONAL ACCESS AND ENGAGEMENT IN A COLLABORATIVE ENVIRONMENT PROVIDED BY A CLOUD-BASED PLATFORM	14/026,837 13-Sep-2013
Box, Inc.	United States of America	SYSTEM AND METHOD FOR RENDERING DOCUMENT IN WEB BROWSER OR MOBILE DEVICE REGARDLESS OF THIRD-PARTY PLUG-IN SOFTWARE	14/027,147 13-Sep-2013
Box, Inc.	United States of America	HIGH AVAILABILITY ARCHITECTURE FOR A CLOUD- BASED CONCURRENT-ACCESS COLLABORATION PLATFORM	61/877,938 13-Sep-2013
Box, Inc.	United States of America	DESKTOP APPLICATION FOR ACCESSING A CLOUD COLLABORATION PLATFORM	61/894,340 22-Oct-2013

Schedule 1-2

LEGAL29588347.2