

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4139130

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	EGENERA, INC.	11/10/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PINNACLE BANK	
<b>Street Address:</b>	150 THIRD AVENUE SOUTH	
<b>Internal Address:</b>	SUITE 900	
<b>City:</b>	NASHVILLE	
<b>State/Country:</b>	TENNESSEE	
<b>Postal Code:</b>	37201	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7032108	
<b>Patent Number:</b>	7174390	
<b>Patent Number:</b>	7228265	
<b>Patent Number:</b>	7861110	
<b>Patent Number:</b>	8086755	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Phone:</b>	6157822233	
<b>Email:</b>	wbrown@stites.com	
<b>Correspondent Name:</b>	STITES & HARBISON, PLLC	
<b>Address Line 1:</b>	604 WEST MAIN STREET	
<b>Address Line 4:</b>	FRANKLIN, TENNESSEE 37064	
<b>NAME OF SUBMITTER:</b>	WILL BROWN	
<b>SIGNATURE:</b>	/s Will Brown s/	
<b>DATE SIGNED:</b>	11/11/2016	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 10</b>		

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## PATENT AND TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT

This Patent Trademark Security Agreement and Assignment, dated as of November 10, 2016 (this "Agreement"), made by **EGENERA, INC.**, a Delaware corporation, with a principal place of business located at 80 Central Street, Suite 300, Boxborough, Massachusetts, 01719 ("Grantor"), in favor of **PINNACLE BANK**, a Tennessee state bank with offices at 150 Third Avenue South, Suite 800, Nashville, Tennessee 37201 (together with its successors and assigns, "Lender").

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

**WHEREAS**, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property

included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, this Patent and Trademark Security Agreement and Assignment as of the day and year first above written.

**GRANTOR:**

EGENERA, INC., a Delaware corporation

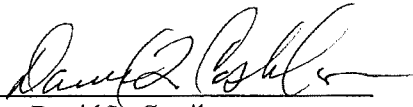
By:   
Name: Pete Manca  
Title: Chief Executive Officer

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT]

**ACCEPTED AND AGREED:**

**LENDER:**

PINNACLE BANK

By: 

Name: David L. Castilaw

Title: Senior Vice President

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT AND  
ASSIGNMENT]

## EXHIBIT 1

### Patents

<u>Jurisdiction</u>	<u>Description</u>	<u>Registration/ Application No.</u>	<u>Date</u>
United States	System and Method for Virtualizing Basic Input/Output System (BIOS) Including Bios Run Time Services	7,032,108	4/18/2006
China	Disaster Recovery for Processing Resources Using Configurable Deployment Platform	2004800123 68.4	5/6/2010
United States	Address Resolution Protocol System and Method in a Virtual Network	7,174,390	2/6/2007
United States	System and Method for Emulating Serial Port Communication	7,228,265	6/5/2007
United States	A System, Method, and Adapter for Creating Fault-Tolerant Communication Busses from Standard Components	7,861,110	12/28/2010
United States	Distributed Multicast System and Method in a Network	8,086,755	12/27/2011

## EXHIBIT 2

### Trademarks

<u>Jurisdiction</u>	<u>Description</u>	<u>Registration/ Application No.</u>	<u>Date</u>
China	Egenera	4158307	10/14/2006
China	Bladeframe	4158308	11/21/2006
CTM (EU)	Egenera	3169422	2/22/2005
CTM (EU)	Bladeframe	2,169,381	4/9/2001
Hong Kong	Egenera	300012004	4/29/2013
Japan	Bladeframe	4724526	11/7/2003
South Korea	Bladeframe	585378	6/18/2004
South Korea	Egenera	585379	6/18/2004
New Zealand	Bladeframe	679126	1/5/2004
New Zealand	Egenera	679124	1/5/2004
United States	Bladeframe	2,748,042	8/5/2013
United States	Misc Design (Egenera)	2,722,188	6/3/2013
United States	Egenera	2,831,978	4/13/2014
Australia	Bladeframe	955784	2/17/2004
CTM (EU)	PAN Manager	5997937	3/1/2012
United States	PAN Manager	3,465,735	7/15/2008
United States	XTERITY	4,863,921	12/1/2015



## EXHIBIT A

### ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of November 10, 2016 made **EGENERA, INC.**, a Delaware corporation, with a principal place of business located at 80 Central Street, Suite 300, Boxborough, Massachusetts, 01719 ("Assignor"), in favor of **PINNACLE BANK**, a Tennessee state bank with offices at 150 Third Avenue South, Suite 800, Nashville, Tennessee 37201 ("Lender") and the Assignee as set forth below.

#### RECITALS:

**WHEREAS**, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

**WHEREAS**, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan Agreement of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Patents and Trademarks to the Lender or its designee as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents and Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to Lender and/or Lender's appointed agents (the "Assignee") all of Assignor's

right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**ASSIGNOR:**

Signed, sealed and delivered in  
the presence of:

\_\_\_\_\_  
Notary Public  
[SEAL]

My commission expires:

**EGENERA, INC.**, a Delaware  
corporation

By: \_\_\_\_\_(SEAL)

Name: Pete Manca

Title: Chief Executive Officer

## EXHIBIT 1 TO ASSIGNMENT OF PATENTS AND TRADEMARKS

### Patents

<u>Jurisdiction</u>	<u>Description</u>	<u>Registration/ Application No.</u>	<u>Date</u>
United States	System and Method for Virtualizing Basic Input/Output System (BIOS) Including Bios Run Time Services	7,032,108	4/18/2006
China	Disaster Recovery for Processing Resources Using Configurable Deployment Platform	2004800123 68.4	5/6/2010
United States	Address Resolution Protocol System and Method in a Virtual Network	7,174,390	2/6/2007
United States	System and Method for Emulating Serial Port Communication	7,228,265	6/5/2007
United States	A System, Method, and Adapter for Creating Fault-Tolerant Communication Busses from Standard Components	7,861,110	12/28/2010
United States	Distributed Multicast System and Method in a Network	8,086,755	12/27/2011

## EXHIBIT 2 TO ASSIGNMENT OF PATENTS AND TRADEMARKS

<u>Jurisdiction</u>	<u>Description</u>	<u>Registration/ Application No.</u>	<u>Date</u>
China	Egenera	4158307	10/14/2006
China	Bladeframe	4158308	11/21/2006
CTM (EU)	Egenera	3169422	2/22/2005
CTM (EU)	Bladeframe	2,169,381	4/9/2001
Hong Kong	Egenera	300012004	4/29/2013
Japan	Bladeframe	4724526	11/7/2003
South Korea	Bladeframe	585378	6/18/2004
South Korea	Egenera	585379	6/18/2004
New Zealand	Bladeframe	679126	1/5/2004
New Zealand	Egenera	679124	1/5/2004
United States	Bladeframe	2,748,042	8/5/2013
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CTM (EU)	PAN Manager	5997937	3/1/2012
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