

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5874658

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
OPENGear, INC.	12/13/2019
RECEIVING PARTY DATA	
Name:	BMO HARRIS BANK N.A.
Street Address:	50 SOUTH SIXTH STREET
Internal Address:	SUITE 1000
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16015011
CORRESPONDENCE DATA	
Fax Number:	(612)977-8650
<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:	6129778228
Email:	jcrandall@briggs.com
Correspondent Name:	BRIGGS AND MORGAN, P.A.
Address Line 1:	80 SOUTH EIGHTH STREET
Address Line 2:	2200 IDS CENTER
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	36330.206
NAME OF SUBMITTER:	JO ANN CRANDALL
SIGNATURE:	/JoAnn Crandall/
DATE SIGNED:	12/18/2019
Total Attachments: 5	
source=12236845-v1-Tab 12(b) - Patent Security Agreement (Opengear)#page1.tif	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT ("**Patent Security Agreement**"), dated as of December 13, 2019, is made by and between OPENGEAR, INC., a Utah corporation (the "**Grantor**"), in favor of BMO HARRIS BANK N.A. (the "**Administrative Agent**"), a national banking association, as administrative and collateral agent for the secured parties under the Credit Agreement referred to below (the "**Secured Parties**").

WHEREAS, Digi International Inc., a Delaware corporation, has entered into a Credit Agreement dated as of the date hereof (the "**Credit Agreement**") with the Administrative Agent and lenders (the "**Lenders**") party thereto.

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Credit Agreement, Grantor has executed and delivered to the Administrative Agent that certain Guarantee and Collateral Agreement dated as of the date hereof, made by and among the Grantor, certain affiliates of the Grantor and the Administrative Agent (the "**Collateral Agreement**").

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Patent Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Grantor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**Patent Collateral**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, extensions, and amendments thereto, and all goodwill associated therewith (the "**Patents**");

(b) all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise of any kind whatsoever of Grantor accruing under any of the foregoing;

(c) any and all royalties, fees, income, payments, and other Proceeds (as defined in the Collateral Agreement) now or hereafter due or payable with respect to any and all of the foregoing; and

(d) all rights to sue at law or in equity for any infringement or other impairment with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including the right to receive all proceeds and damages therefrom.

2. Recordation. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this Patent Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This Patent Security Agreement has been entered into pursuant to and in conjunction with the Collateral Agreement, which is hereby incorporated by reference. The provisions of the Collateral Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Administrative Agent with respect to the Patent Collateral are as provided by the Credit Agreement, the Collateral Agreement, and related documents, and nothing in this Patent Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Patent Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Patent Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

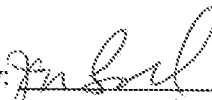
5. Successors and Assigns. This Patent Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the state of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPENGEAR, INC.

By: 
Name: James Loch
Title: CEO

Address for Notices:

9350 Excelsior Boulevard, Suite 700
Hopkins, Minnesota 55343-3444
Attention: Jamie Loch, Chief Financial Officer
E-Mail: Jamie.Loch@digi.com

AGREED TO AND ACCEPTED:

BMO HARRIS BANK N.A., as
Administrative Agent

By: _____
Name:
Title:

Address for Notices:

50 South Sixth Street, Suite 1000
Minneapolis, Minnesota 55402
Attention: Philip Sanfilippo
E-Mail: philip.sanfilippo@bmo.com

[Signature Page to Patent Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

OPENGEAR, INC.

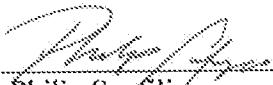
By: _____
Name: _____
Title: _____

Address for Notices:

9350 Excelsior Boulevard, Suite 700
Hopkins, Minnesota 55343-3444
Attention: Jamie Loch, Chief Financial Officer
E-Mail: Jamie.Loch@digi.com

AGREED TO AND ACCEPTED:

BMO HARRIS BANK N.A., as
Administrative Agent

By:  _____
Name: Philip Sanfilippo
Title: Director

Address for Notices:

50 South Sixth Street, Suite 1000
Minneapolis, Minnesota 55402
Attention: Philip Sanfilippo
E-Mail: philip.sanfilippo@bmo.com

[Signature Page to Patent Security Agreement]

SCHEDULE 1
ISSUED U.S. PATENTS

None

U.S. PATENT APPLICATIONS

PATENT TITLE	APPLICATION NUMBER	FILING DATE
SYSTEMS AND METHODS FOR AUTOMATICALLY AND SECURELY PROVISIONING REMOTE COMPUTER NETWORK INFRASTRUCTURE	16/015,011	6/21/2018