

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554011

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DIGI INTERNATIONAL INC.		12/13/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO HARRIS BANK N.A.		
<b>Street Address:</b>	50 SOUTH SIXTH STREET		
<b>Internal Address:</b>	SUITE 1000		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Chartered Bank: MINNESOTA		
<b>PROPERTY NUMBERS Total: 106</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2034188	ACCELEPORT	
<b>Registration Number:</b>	2733128	ANYWHEREUSB	
<b>Registration Number:</b>	3269440	CONNECTCORE	
<b>Registration Number:</b>	3707345	CONNECTPORT	
<b>Registration Number:</b>	4162455	CONNECTPORT X2E	
<b>Registration Number:</b>	3778023	CONTROL YOU CAN COUNT ON	
<b>Registration Number:</b>	5153771	DIGI	
<b>Registration Number:</b>	2319992	DIGI	
<b>Registration Number:</b>	2630891	DIGI	
<b>Registration Number:</b>	2317478	DIGI	
<b>Registration Number:</b>	5020936	DIGI	
<b>Registration Number:</b>	2369665	DIGI	
<b>Registration Number:</b>	2912411	DIGI CONNECT	
<b>Registration Number:</b>	3216255	DIGI CONNECT EM	
<b>Registration Number:</b>	2925639	DIGI CONNECT ME	
<b>Registration Number:</b>	3071921	DIGI CONNECT SP	
<b>Registration Number:</b>	3022000	DIGI CONNECT WI-EM	
<b>Registration Number:</b>	3021998	DIGI CONNECT WI-ME	

CH \$2665.00 2034188

Property Type	Number	Word Mark
Registration Number:	3363244	DIGI CONNECTPORT
Registration Number:	5276809	DIGI DEVICE CLOUD
Registration Number:	2960718	DIGI EASYPOWER
Registration Number:	5618813	DIGI FRESHTEMP
Registration Number:	5613297	DIGI FRESHTEMP
Registration Number:	5115876	DIGI HONEYCOMB
Registration Number:	2132925	DIGI INTERNATIONAL
Registration Number:	2392683	DIGI INTERNATIONAL
Registration Number:	3532031	DIGI JUMPSTART KITS
Registration Number:	2701154	DIGI NEO
Registration Number:	2765124	DIGI ONE
Registration Number:	3478135	DIGI PASSPORT
Registration Number:	4947226	DIGI REMOTE MANAGER
Registration Number:	5613229	DIGI SAFETEMPS
Registration Number:	5613299	DIGI SAFETEMPS
Registration Number:	5493972	DIGI SMARTTEMPS
Registration Number:	5493973	DIGI SMARTTEMPS°
Registration Number:	5167931	DIGI SMTPLUS
Registration Number:	3681108	DIGI TRANSPORT
Registration Number:	5242339	DIGI TRUSTFENCE
Registration Number:	5408711	DIGI XBEE
Registration Number:	3755416	DIGI XBEE SMART PLUG
Registration Number:	5591604	DIGI XBEE3
Registration Number:	4951380	DIGI XLR PRO
Registration Number:	1666495	DIGI BOARD
Registration Number:	3535161	DIGI MESH
Registration Number:	3535004	DROP-IN NETWORKING
Registration Number:	2066363	DYNAMIC C
Registration Number:	2522453	EDGEPORT
Registration Number:	2765921	EDISPLAY
Registration Number:	3024168	ENCRYPTED REALPORT
Registration Number:	2010936	ETHERLITE
Registration Number:	3500187	FREEKVM
Registration Number:	5310928	FRESHTEMP
Registration Number:	2503197	
Registration Number:	2762944	HUBPORT
Registration Number:	3792121	HUBPORT
Registration Number:	3753413	MEGABYTE CODE SUPPORT

Property Type	Number	Word Mark
Registration Number:	3745248	MINICORE
Registration Number:	2530709	NET + OS
Registration Number:	1658877	NETBLAZER
Registration Number:	2443059	PORTASSIST
Registration Number:	1934407	PORTSERVER
Registration Number:	2678460	RABBIT
Registration Number:	3616790	RABBIT
Registration Number:	2601553	
Registration Number:	3145192	RABBITCORE
Registration Number:	2331836	RAPIDPORT/4
Registration Number:	3778021	REAL TIME PEACE OF MIND
Registration Number:	2118245	REALPORT
Registration Number:	5138488	SMART CRYO GUARD
Registration Number:	5088081	SMART DISH GUARD
Registration Number:	3950200	SMART GUARD
Registration Number:	5299470	SMART GUARD-CRYO
Registration Number:	5299469	SMART GUARD-HUMIDITY
Registration Number:	5138489	SMART HUMIDITY GUARD
Registration Number:	3855257	SMART LINK
Registration Number:	3890222	SMART PASSPORT
Registration Number:	3950201	SMART SHIELD
Registration Number:	3777477	SMART TEMPS
Registration Number:	5841975	SMART TOUCH
Registration Number:	1663848	SMARTPORT
Registration Number:	5928167	SMARTSENSE
Registration Number:	5792750	SMARTSENSE BY DIGI
Registration Number:	5567288	SMARTSENSE BY DIGI
Registration Number:	3777486	SMARTTEMPS
Registration Number:	3777479	SMARTTEMPS TEMPERATURE MANAGEMENT SYSTEM
Registration Number:	5685739	SURELINK
Registration Number:	3110767	TEMPERATURE@LERT
Registration Number:	2768372	USB OVER IP
Registration Number:	2882448	WATCHPORT
Registration Number:	2767359	WAVESPEED
Registration Number:	2624198	WWW.DIGI.COM
Registration Number:	3385007	XBEE
Registration Number:	3747317	XBEE DIGIMESH
Registration Number:	3385008	XBEE PRO

Property Type	Number	Word Mark
Registration Number:	3911536	XBEE SMART PLUG
Registration Number:	4659213	XCTU
Registration Number:	3385260	XSTREAM
Registration Number:	3595730	XTEND
Registration Number:	3778022	YOUR ALLY IN THE FIGHT AGAINST FOODBORNE
Registration Number:	4468011	YOUR M2M EXPERT
Serial Number:	88205991	DIGI ANIMAT
Serial Number:	88205965	DIGI ANIMAT
Serial Number:	88439512	DIGI CORE
Serial Number:	88467007	DIGI FOUNDATIONS
Serial Number:	88693185	DIGI MICROCONTROLLER ASSIST
Serial Number:	88654825	S SMARTSENSE BY DIGI

**CORRESPONDENCE DATA**

**Fax Number:** 6129778650

*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.*

**Phone:** 6129778228

**Email:** jcrandall@briggs.com

**Correspondent Name:** BRIGGS AND MORGAN, P.A.

**Address Line 1:** 80 SOUTH EIGHTH STREET

**Address Line 2:** Suite 2200

**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

**ATTORNEY DOCKET NUMBER:** 36330.206

**NAME OF SUBMITTER:** JO ANN CRANDALL

**SIGNATURE:** /JoAnn Crandall/

**DATE SIGNED:** 12/19/2019

**Total Attachments: 11**

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# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of December 13, 2019, is made by and between DIGI INTERNATIONAL INC., a Delaware 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, the Grantor 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 Trademark Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office (the "**USPTO**").

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 "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, and all goodwill associated therewith, and all extensions and renewals thereof (the "**Trademarks**"), and all common-law rights related thereto, excluding only any intent-to-use trademark application prior to the filing with, and acceptance of, the USPTO of a "Statement of Use" or "Amendment to Allege Use" with respect thereto pursuant to Section 1(c) or 1(d) of the Lanham Act, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or the resulting trademark registration under applicable Requirement of Law (as defined in the Credit Agreement);

(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 Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Administrative Agent.

3. Loan Documents. This Trademark 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 Trademark Collateral are as provided by the Credit Agreement, the Collateral Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark 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 Trademark 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 Trademark Security Agreement.

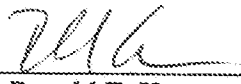
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

DIGI INTERNATIONAL INC.

By:   
Name: Ronald E. Konezny  
Title: President and Chief Executive Officer

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 Trademark Security Agreement]

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

DIGI INTERNATIONAL INC.

By: \_\_\_\_\_

Name: Ronald E. Konezny

Title: President and Chief Executive Officer

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 Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006821 FRAME: 0136**



**SCHEDULE 1**  
**REGISTERED U.S. TRADEMARKS**

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
2,034,188	1/28/1997	ACCELEPORT
2,733,128	7/1/2003	ANYWHEREUSB
3,269,440	7/24/2007	CONNECTCORE
3,707,345	11/10/2009	CONNECTPORT
4,162,455	6/19/2012	CONNECTPORT X2e
3,778,023	4/20/2010	CONTROL YOU CAN COUNT ON
5,153,771	3/7/2017	DIGI & Design
2,319,992	2/22/2000	DIGI
2,630,891	10/8/2002	DIGI
2,317,478	2/15/2000	DIGI
5,020,936	8/16/2016	DIGI
2,369,665	7/25/2000	DIGI and Design
2,912,411	12/21/2004	DIGI CONNECT
3,216,255	3/6/2007	DIGI CONNECT EM

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
2,925,639	2/8/2005	DIGI CONNECT ME
3,071,921	3/21/2006	DIGI CONNECT SP
3,022,000	11/29/2005	DIGI CONNECT WI-EM
3,021,998	11/29/2005	DIGI CONNECT WI-ME
3,363,244	1/1/2008	DIGI CONNECTPORT
5,276,809	8/29/2017	DIGI DEVICE CLOUD
2,960,718	6/7/2005	DIGI EASYPOWER
5,618,813	11/27/2018	DIGI FRESHTEMP
5,613,297	11/20/2018	DIGI FreshTemp & Design
5,115,876	1/3/2017	DIGI HONEYCOMB
2,132,925	1/27/1998	DIGI INTERNATIONAL
2,392,683	10/10/2000	DIGI INTERNATIONAL
3,532,031	11/11/2008	DIGI JUMPSTART KITS
2,701,154	3/25/2003	DIGI NEO
2,765,124	9/16/2003	DIGI ONE
3,478,135	7/29/2008	DIGI PASSPORT

<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTRATION DATE</u></b>	<b><u>TRADEMARK</u></b>
4,947,226	4/26/2016	DIGI REMOTE MANAGER
5,613,229	11/20/2018	DIGI SAFETEMPS
5,613,299	11/20/2018	DIGI SafeTemps & Design
5,493,972	6/12/2018	DIGI SMARTTEMPS
5,493,973	6/12/2018	DIGI SmartTemps & Design
5,167,931	3/21/2017	DIGI SMTplus
3,681,108	9/8/2009	DIGI TRANSPORT
5,242,339	7/11/2017	DIGI TRUSTFENCE
5,408,711	2/20/2018	DIGI XBEE
3,755,416	3/2/2010	DIGI XBEE SMART PLUG
5,591,604	10/23/2018	DIGI XBEE3
4,951,380	5/3/2016	DIGI XLR PRO
1,666,495	12/3/1991	DIGIBOARD
3,535,161	11/18/2008	DIGIMESH
3,535,004	11/18/2008	DROP-IN NETWORKING
2,066,363	6/3/1997	DYNAMIC C

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
2,522,453	12/25/2001	EDGEPORT
2,765,921	9/16/2003	EDISPLAY
3,024,168	12/6/2005	ENCRYPTED REALPORT
2,010,936	10/22/1996	ETHERLITE
3,500,187	9/9/2008	freeKVM
5,310,928	10/17/2017	FRESHTEMP
2,503,197	10/30/2001	Green Skewed Rectangle Design
2,762,944	9/9/2003	HUBPORT
3,792,121	5/25/2010	HUBPORT
3,753,413	2/23/2010	MEGABYTE CODE SUPPORT
3,745,248	2/2/2010	MINICORE
2,530,709	1/15/2002	NET + OS
1,658,877	10/1/1991	NETBLAZER
2,443,059	4/10/2001	PORTASSIST
1,934,407	11/7/1995	PORTSERVER
2,678,460	1/21/2003	RABBIT

<b><u>REGISTRATION NO.</u></b>	<b><u>REGISTRATION DATE</u></b>	<b><u>TRADEMARK</u></b>
3,616,790	5/5/2009	RABBIT & Design
2,601,553	7/30/2002	Rabbit Design
3,145,192	9/19/2006	RABBITCORE
2,331,836	3/21/2000	RAPIDPORT/4
3,778,021	4/20/2010	REAL TIME PEACE OF MIND
2,118,245	12/2/1997	REALPORT
5,138,488	2/7/2017	SMART CRYO GUARD
5,088,081	11/22/2016	SMART DISH GUARD
3,950,200	4/26/2011	SMART GUARD
5,299,470	10/3/2017	SMART GUARD-CRYO
5,299,469	10/3/2017	SMART GUARD-HUMIDITY
5,138,489	2/7/2017	SMART HUMIDITY GUARD
3,855,257	9/28/2010	SMART LINK
3,890,222	12/14/2010	SMART PASSPORT
3,950,201	4/26/2011	SMART SHIELD
3,777,477	4/20/2010	SMART TEMPS

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
5,841,975	8/27/2019	SMART TOUCH
1,663,848	11/5/1991	SMARTPORT
5,928,167	12/3/2019	SMARTSENSE
5,792,750	7/2/2019	SMARTSENSE BY DIGI
5,567,288	9/18/2018	SMARTSENSE BY DIGI & Design
3,777,486	4/20/2010	SMARTTEMPS & Design
3,777,479	4/20/2010	SMARTTEMPS TEMPERATURE MANAGEMENT SYSTEM & Design
5,685,739	2/26/2019	SURELINK
3,110,767	6/27/2006	TEMPERATURE@LERT
2,768,372	9/23/2003	USB OVER IP
2,882,448	9/7/2004	WATCHPORT
2,767,359	9/23/2003	WAVESPEED
2,624,198	9/24/2002	WWW.DIGI.COM
3,385,007	2/19/2008	XBEE
3,747,317	2/9/2010	XBEE DIGIMESH

<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK</u>
3,385,008	2/19/2008	XBEE PRO
3,911,536	1/25/2011	XBEE SMART PLUG
4,659,213	12/23/2014	XCTU
3,385,260	2/19/2008	XSTREAM
3,595,730	3/24/2009	XTEND
3,778,022	4/20/2010	YOUR ALLY IN THE FIGHT AGAINST FOODBORNE ILLNESS
4,468,011	1/14/2014	YOUR M2M EXPERT

### U.S. TRADEMARK APPLICATIONS

<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>TRADEMARK</u>
88/205,991	11/26/2018	DIGI ANIMAT
88/205,965	11/26/2018	DIGI ANIMAT & Design
88/439,512	5/21/2019	DIGI CORE
88/467,007	6/10/2019	DIGI FOUNDATIONS
88/693,185	11/14/2019	DIGI MICROCONTROLLER ASSIST
88,654,825	10/15/2019	S SMARTSENSE BY DIGI & Design