

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BridgeWave Communications, Inc.		05/10/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Hercules Technology III, L.P.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3729861	FLEXPOR	
Registration Number:	3856095	BACKHAUL EVOLVED	
Serial Number:	85603047	EVOHAUL	
CORRESPONDENCE DATA			
Fax Number:	9163629066		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	916-362-9000		
Email:	mleonard@davisandleonard.com		
Correspondent Name:	Mark R. Leonard		
Address Line 1:	8880 Cal Center Drive		
Address Line 2:	Suite 180		
Address Line 4:	Sacramento, CALIFORNIA 95826		
ATTORNEY DOCKET NUMBER:	GASSER		

OP \$90.00 3729861

NAME OF SUBMITTER:	Mark R. Leonard
Signature:	/Mark R. Leonard/
Date:	02/06/2013
Total Attachments: 9 source=Trademark Security Agreement (00004269)#page1.tif source=Trademark Security Agreement (00004269)#page2.tif source=Trademark Security Agreement (00004269)#page3.tif source=Trademark Security Agreement (00004269)#page4.tif source=Trademark Security Agreement (00004269)#page5.tif source=Trademark Security Agreement (00004269)#page6.tif source=Trademark Security Agreement (00004269)#page7.tif source=Trademark Security Agreement (00004269)#page8.tif source=Trademark Security Agreement (00004269)#page9.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Agreement”) is dated the 10th day of May 2012, by BridgeWave Communications, Inc., a California corporation (“Grantor”), in favor of Hercules Technology III, L.P., a Delaware limited partnership (“Secured Party”).

RECITALS

A. Grantor owns the Trademarks (as herein defined), trademark applications and is a party to the Trademark Licenses listed on Schedule 1 hereto;

B. Grantor and Secured Party are parties to a Loan and Security Agreement dated as of even date herewith, and all ancillary documents entered into in connection with such Loan and Security Agreement, all as may be amended from time to time (collectively, the “Loan Agreement”);

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party a continuing security interest in all of the tangible and intangible property of Grantor, including all right, title and interest of Grantor in, to and under all of the following property, now owned or hereafter acquired by Grantor or in which Grantor now holds or hereafter acquires any interest (collectively, the “Trademarks”): (a) all trademarks (registered, common law or otherwise), tradenames, corporate names, business names, trade styles, service marks, logos, other source or business identifiers (and all goodwill associated therewith), prints and labels on which any of the foregoing have appeared or appear, and designs of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office (“USPTO”) or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, (b) all reissues, extensions or renewals thereof and (c) all proceeds thereof; and

D. All capitalized terms not defined herein shall have the meanings set forth in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Grantor hereby agrees with Secured Party as follows:

1. To secure the complete and timely satisfaction of all Secured Obligations, Grantor hereby grants to Secured Party a continuing security interest in and lien on all of Grantor’s right, title and interest in and to the Trademarks and proceeds thereof, including without limitation the Trademarks and trademark application listed on Schedule 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and the goodwill of the business to which each of the

Trademarks relates (all of the foregoing are collectively called the “Trademark Collateral”). Secured Party is authorized to file this Agreement with the USPTO or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Agreement or the Loan Documents.

2. Grantor represents, warrants and covenants that:
 - a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons, except for Permitted Liens;
 - b) The Trademark Collateral is subsisting and no part of the Trademark Collateral has been adjudged invalid or unenforceable;
 - c) To the best of Grantor’s knowledge, all of the Trademark Collateral is valid and enforceable;
 - d) No claim has been made that the use of any of the Trademark Collateral does or may violate the rights of any third party;
 - e) Grantor has the unqualified right to enter into this Agreement and perform its terms;
 - f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademark Collateral, unless Grantor determines that such Trademark Collateral is no longer useful in Grantor’s business and discontinuance of such Trademark Collateral is in the best interests of Grantor; and
 - g) Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality of products sold under the Trademarks.
3. Grantor agrees that, until all of the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, it will not enter into any agreement relating to Grantor’s Trademarks (for example, a license agreement) which is inconsistent with Grantor’s obligations under this Agreement, without Secured Party’s prior written consent; provided, that to the extent not inconsistent with the Loan Agreement, so long as no Event of Default exists, without the consent of Secured Party, Grantor may grant licenses to third parties to use the Trademarks in the ordinary course of business of both Grantor and such third party on arm’s length and customary business terms.
4. If, before the Secured Obligations (other than inchoate indemnity obligations) shall have been satisfied in full, Grantor shall obtain rights to any new Trademarks or any

rights that would come within the definition of Trademark Collateral had such rights existed on the date hereof, the provisions of paragraph 1 shall automatically apply thereto. Concurrently with the delivery of Grantor's quarterly compliance certificate to Secured Party, Grantor shall provide Secured Party written notice of new trademark applications made with the USPTO or registrations approved by the USPTO during such fiscal quarter. Failure to provide such notice shall constitute a material breach of this Agreement.

5. Grantor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks, trademark applications or other rights described in paragraphs 1 and 4 hereof.
6. If any Event of Default shall have occurred and be continuing, Secured Party shall have, in addition to all other rights and remedies given it by this Agreement or the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Grantor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Trademarks, or any interest which Grantor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the Secured Obligations. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to Grantor. Notice of any sale or other disposition of the Trademarks shall be given to Grantor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Grantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Grantor, which right is hereby waived and released.
7. Grantor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer of Secured Party as Secured Party may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power, during the existence of an Event of Default, to endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person as a part of Secured Party's realization on such collateral upon acceleration of the Secured Obligations following an Event of Default. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable for the life of this Agreement.

8. If Grantor fails to comply with any of its obligations hereunder, Secured Party may do so in Grantor's name or in Secured Party's name, but at Grantor's expense, and Grantor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining the Trademark Collateral.
9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by Grantor on demand by Secured Party and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at the [Default Rate].
10. Grantor shall have the duty to prosecute diligently any material trademark applications pending as of the date of this Agreement or thereafter until the Secured Obligations (other than inchoate indemnity obligations) shall have been paid in full, to make federal application on registrable but unregistered material Trademarks, to file and prosecute opposition and cancellation proceedings related to material Trademarks and to do any and all acts which are necessary or desirable to preserve and maintain all rights in material Trademark Collateral. Any expenses incurred in connection with the Trademark Collateral shall be borne by Grantor. Grantor shall not abandon any material Trademark Collateral without the consent of Secured Party, which consent shall not be unreasonably withheld.
11. No course of dealing between Grantor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
12. All of Secured Party's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Loan Agreement, or any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.
13. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such provision shall be ineffective only to the extent and duration of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14. Grantor acknowledges and understands that Secured Party may sell, assign and/or transfer its interest in the Loan Agreement to any person or entity (a "Transferee"). After such assignment the term "Secured Party" as used in this Agreement shall mean and include such Transferee, and such Transferee shall be vested with all rights, powers and remedies of Secured Party hereunder with respect to the interest so assigned. No such assignment by Secured Party shall relieve Grantor of any of its obligations hereunder. Grantor may not sell, assign or transfer its rights and obligations hereunder without the prior written consent of Secured Party.
15. Except as provided in paragraph 5 hereof, this Agreement may only be modified by a writing signed by Grantor and Secured Party.
16. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction. To the extent the provisions of the Uniform Commercial Code govern any aspect of this Agreement, the Uniform Commercial Code as the same is, from time to time, in effect in the State of California shall govern; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interest granted on the Trademark Collateral is required to be governed by the Uniform Commercial Code as the same is, from time to time, in effect in a jurisdiction other than the State of California, then such jurisdiction's Uniform Commercial Code, as in effect, from time to time, shall govern only to the extent required by applicable law.
17. All judicial proceedings (to the extent that the reference requirement of Section 18 is not applicable) arising in or under or related to this Agreement may be brought in any state or federal court located in the State of California. By execution and delivery of this Agreement, each party hereto generally and unconditionally: (a) consents to nonexclusive personal jurisdiction in Santa Clara County, State of California; (b) waives any objection as to jurisdiction or venue in Santa Clara County, State of California; (c) agrees not to assert any defense based on lack of jurisdiction or venue in the aforesaid courts; and (d) irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Service of process on any party hereto in any action arising out of or relating to this Agreement shall be effective if given in accordance with the requirements for notice set forth in the Loan Agreement, and shall be deemed effective and received as set forth therein. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of either party to bring proceedings in the courts of any other jurisdiction.
18. Mutual Waiver of Jury Trial / Judicial Reference.

(a) Because disputes arising in connection with complex financial transactions are most quickly and economically resolved by an experienced and expert person and the parties wish applicable state and federal laws to apply (rather than arbitration rules), the parties desire that their disputes be resolved by a judge applying such applicable laws. EACH OF GRANTOR AND SECURED PARTY SPECIFICALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, CROSS-CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR ANY OTHER CLAIM (COLLECTIVELY, "CLAIMS") ASSERTED BY GRANTOR AGAINST SECURED PARTY OR ITS ASSIGNEE OR BY SECURED PARTY OR ITS ASSIGNEE AGAINST GRANTOR. This waiver extends to all such Claims, including Claims that involve Persons other than Grantor and Secured Party; Claims that arise out of or are in any way connected to the relationship between Grantor and Secured Party; and any Claims for damages, breach of contract, tort, specific performance, or any equitable or legal relief of any kind, arising out of this Agreement.

(b) If the waiver of jury trial set forth in paragraph 18(a) above is ineffective or unenforceable, Grantor and Secured Party agree that all Claims shall be resolved by reference to a referee sitting without a jury, pursuant to California Code of Civil Procedure Section 638, et seq., before a mutually acceptable referee or, if the parties cannot agree, a referee selected by the Presiding Judge of Santa Clara County, California, according to the procedures provided in California Code of Civil Procedure. Such proceeding shall be conducted in Santa Clara County, California, with California rules of evidence and discovery applicable to such proceeding.


(c) In the event Claims are to be resolved by judicial reference to a referee, either party may seek from a court identified in Section 17, any prejudgment order, writ or other relief and have such prejudgment order, writ or other relief enforced to the fullest extent permitted by law notwithstanding that all Claims are otherwise subject to resolution by judicial reference to a referee.

19. This Agreement shall automatically terminate upon payment and satisfaction in full of the Secured Obligations (other than inchoate indemnity obligations). At such time, Secured Party shall, at the request and expense of Grantor, promptly reassign, redeliver and release (or cause to be so reassigned, redelivered and released) all of its interest in and to (and any other right, title or interest in or to) the Trademark Collateral hereunder, and shall execute such documents as may be reasonably necessary to evidence such release or, if applicable, reassignment (including as may be reasonably necessary to record such release with the USPTO).

[remainder of page intentionally left blank]

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

**BRIDGEWAVE COMMUNICATIONS,
INC.,**
a California corporation

By: 
Name: Art Stein
Title: CFO

Accepted and acknowledged by:

HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC Management,
LLC, its General Partner

By: Hercules Technology Growth
Capital, Inc., its Manager

By: _____
Name: K. Nicholas Martitsch
Title: Associate General Counsel

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

**BRIDGEWAVE COMMUNICATIONS,
INC.,**
a California corporation


By: _____
Name:
Title:

Accepted and acknowledged by:

HERCULES TECHNOLOGY III, L.P.,
a Delaware limited partnership

By: Hercules Technology SBIC Management,
LLC, its General Partner

By: Hercules Technology Growth
Capital, Inc., its Manager

By: 
Name: K. Nicholas Martitsch
Title: Associate General Counsel

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

A. TRADEMARKS AND TRADEMARK APPLICATIONS:

<u>Application or Trademark No.</u>	<u>Issue or Filing Date</u>	<u>Expiration Date</u>	<u>Title</u>
3739861	12/22/2009	12/23/2019	FlexPort
3856095	10/05/2010	10/11/2020	Backhaul
Evolved 85603047	04/19/2012	N/A	EvoHaul

B. TRADEMARK LICENSES:

<u>Corresponding Trademark No.</u>	<u>Date License Granted</u>	<u>Licensee</u>	<u>Termination Date</u>
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None.