

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
KOOLSPAN, INC.		09/24/2013	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	SILICON VALLEY BANK
Street Address:	275 Grove Street, Suite 2-200
City:	NEWTON
State/Country:	MASSACHUSETTS
Postal Code:	02466
Entity Type:	CORPORATION: CALIFORNIA

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	4034578	ONE VAULT MESSENGER
Registration Number:	3482095	TRUSTCHIP
Registration Number:	2952255	KOOLSPAN
Registration Number:	4097518	ONE VAULT VOICE

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8004947512
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2023704761
Email:	tfahey@nationalcorp.com
Correspondent Name:	Thomas Fahey
Address Line 1:	1025 Vermont Avenue NW, Suite 1130
Address Line 2:	National Corporate Research, Ltd.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F146504
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OP \$115.00 4034578

NAME OF SUBMITTER:	ANDREW NASH
Signature:	/ANDREW NASH/
Date:	09/24/2013
<b>Total Attachments: 11</b> source=Trademark#page2.tif source=Trademark#page3.tif source=Trademark#page4.tif source=Trademark#page5.tif source=Trademark#page6.tif source=Trademark#page7.tif source=Trademark#page8.tif source=Trademark#page9.tif source=Trademark#page10.tif source=Trademark#page11.tif source=Trademark#page12.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of September 24, 2013 by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and **KOOLSPAN, INC.**, a Delaware corporation, with its principal place of business located at 7735 Old Georgetown Road, Suite 500, Bethesda, Maryland 20814 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof and (b) that certain Export-Import Bank Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as each of the same may be amended, modified or supplemented from time to time, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

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

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This 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 Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

Address of Grantor:

7735 Old Georgetown Road, Suite 500  
Bethesda, Maryland 20814

Attn: \_\_\_\_\_

KOOLSPAN, INC

By:   
Name: James Smith  
Title: CEO and President

BANK:

Address of Bank:

275 Grove Street, Suite 2-200  
Newton, Massachusetts 02466

Attn: Ms. Lauren Cole

SILICON VALLEY BANK

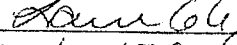
By:   
Name: Lauren Cole  
Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Localized Network Authentication and Security Using Tamper-Resistant Keys	10/679,371 (U.S. 7,325,134)	10/7/2003 1/29/2008
Self-Managed Network Access Using Localized Access Management	10/679,472 (U.S. 7,574,731)	10/7/2003 8/11/2009
Shared Network Access Using Different Access Keys	10/679,268 (U.S. 7,607,015)	10/7/2003 10/20/2009
Subnet Box	10/935,123 (U.S. 7,934,005)	9/8/2004 4/26/2011
Mass Subscriber Management	10/964,755 (U.S. 7,325,133)	10/15/2004 1/29/2008
Remote Secure Authorization	11/001,084 (U.S. 7,827,409)	12/2/2004 11/2/2010
Automatic Hardware-Enabled Virtual Private Network System	11/001,123 (U.S. 7,725,933)	12/2/2004 5/25/2010
System And Method Of Per-Packet Keying	11/763,843 (U.S. 7,913,085)	6/15/2007 3/22/2011
System And Method Of Creating And Sending Broadcast And Multicast Data	11/763,854 (U.S. 7,907,735)	6/15/2007 3/15/2011
System for and Method of Auto-Registration with Cryptographic Modules	12/324,471 (U.S. 8,364,978)	11/26/2008 1/29/2013
Self-Management Network Access Using Localized Access Management	12/539,075 (U.S. 7,954,136)	8/11/2009 5/31/2011
Systems And Methods For Adaptive Multi-Rate Protocol Enhancement	12/028,370 (20090204393)	2/8/2008
Secure Mobile Telephony	11/951,202 (20090122984)	12/5/2007
System for and Method of Cryptographic Provisioning	12/324,505	11/26/2008

	(20090169013)	
System for and Method of Remote Secure Backup	12/533,778 (20100031063)	7/31/2009
System And Method Of Encrypted Media Encapsulation	12/860,205 (20110044453)	8/20/2010
System for and Method of Cryptographic Provisioning	12/109,883 (20090268902)	4/25/2008
ONE VAULT VOICE ENCRYPTION	13/044,590 (20110222688)	3/10/2011

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Network Cryptography System and Method	11/724,153 (7,886,146)	3/15/2007 2/8/2011
Localized Network Authentication and Security Using Tamper-Resistant Keys	11/955,864 (7,853,788)	12/13/2007 12/14/2010
Localized Network Authentication And Security Using Tamper-Resistant Keys	12/942,641 (8,301,891)	11/9/2010 10/30/2012
System And Method Of Creating And Sending Broadcast And Multicast Data	13/047,384 (8,345,875)	3/14/2011 1/1/2013
Subnet Box	13/093,323 (8,316,142)	4/25/2011 11/20/2012
Mass Subscriber Management	12/882,724 (8,515,078)	9/15/2010 8/20/2013
Remote Secure Authorization	12/890,023 (2011/0016323)	9/24/2010 1/20/2011



System And Method Of Per-Packet Keying	13/026,764 (2011/0138170)	2/14/2011 6/9/2011
System And Method Of Creating And Sending Broadcast And Multicast Data	13/716,592 (2013/012491)	12/17/2012 5/16/2013
Localized Network Authentication And Security Using Tamper-Resistant Keys	13/626,292 (2013/0031620)	9/25/2012 1/31/2013
Mass Subscriber Management	11/955,855 (2008/0152140)	12/13/2007 6/26/2008

#### International Applications

Foreign Appl'n Number	Title	Filing
PCT/US07/14459	System And Method Of Per-Packet Keying ("Key Offsets")	Jun. 21, 2007
PCT/US07/14472	System And Method Of Creating And Sending Broadcast And Multicast Data	Jun. 21, 2007
PCT/US07/026441	Secure Mobile Telephony	Dec. 28, 2007.
PCT/US08/084998	System for and Method of Cryptographic Provisioning	Nov. 26, 2008
PCT/US08/64970	Systems and Methods for Adaptive Multi-Rate Protocol Enhancement	28-May-08
PCT/US08/085006	System for and Method of Auto Registration with Cryptographic Modules	Nov. 26, 2008
PCT/US09/52458	System for and Method of Remote Secure Backup	Jul. 31, 2009
2009/14024 - GCC	System For And Method Of Remote Secure Backup	1-Aug-09
07835848.8 - EP	System And Method Of Creating And Sending Broadcast And Multicast Data	1-Jun-07
07809755.7 - EP	System And Method Of Per-Packet Keying	1-Jun-07
202726 - IL	System And Method Of Creating And Sending Broadcast And Multicast Data	1-Jun-07

202725 - IL	Network Security Using Offset Keys	1-Jun-07
2,690,755 - CA	System And Method Of Per-Packet Keying	1-Jun-07
2,690,778 - CA	System And Method Of Creating And Sending Broadcast And Multicast Data	1-Jun-07
2,705,707 - CA	Secure Mobile Telephony	Dec. 28, 2007.
205754 - IL	Secure Mobile Telephony	Dec. 28, 2007.
07863280.9 - EP	Secure Mobile Telephony	Dec. 28, 2007.
2714578 - CA	Systems and Methods for Adaptive Multi-Rate Protocol Enhancement	28-May-08
08756365.6 - EP	Systems and Methods for Adaptive Multi-Rate Protocol Enhancement	28-May-08
207465 - IL	Systems and Methods for Adaptive Multi-Rate Protocol Enhancement	28-May-08
PCT/US10/46155	System And Method Of Encrypted Media Encapsulation	Aug. 20, 2010
08876863.5 - EP	System For And Method Of Cryptographic Provisioning	Nov. 26, 2008
205990 - IL	System For And Method Of Cryptographic Provisioning	Nov. 26, 2008
08855603.0 - EP	System For And Method Of Cryptographic Provisioning	Nov. 26, 2008
2,706,862 - CA	System For And Method Of Cryptographic Provisioning	Nov. 26, 2008
2,707,232 - CA	System For And Method Of Cryptographic Provisioning	Nov. 26, 2008
205991 - IL	System For And Method Of Auto-Registration With Cryptographic Modules	Nov. 26, 2008
2,732,006 - CA	System For And Method Of Remote Secure Backup	31-Jul-09
210909 - IL	System For And Method Of Remote Secure Backup	31-Jul-09
11101726.6 - HK	Secure Mobile Telephony	2/22/2011
11102194.7 - HK	System For And Method Of Cryptographic Provisioning	3/4/2011
11102384.7 - HK	System For And Method Of Cryptographic Provisioning	3/9/2011
11104299.7 - HK	Systems And Methods For Adaptive Multi-Rate Protocol Enhancement	5/28/2008

12108231.8 - HK	System And Method Of Encrypted Media Encapsulation	8/29/2012
217979 - IL	System And Method Of Encrypted Media Encapsulation	8/20/2010
10810656.8 - EP	System And Method Of Encrypted Media Encapsulation	8/20/2010
2770331	System And Method Of Encrypted Media Encapsulation	8/20/2010
PCT/US11/27821 - EP	ONE VAULT VOICE ENCRYPTION	3/10/2011

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
One Vault Messenger	4034578	October 4, 2011
Trustchip	3482095	August 5, 2008
Koolspan	2952255	May 17, 2005
One Vault Voice	4097518	February 14, 2012

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

NONE

1589545.2