

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
EXALT COMMUNICATIONS, INC.		10/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Silicon Valley Bank
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85817194	EXPANDAIR
Registration Number:	3966062	EXTREMEAIR
Registration Number:	3919417	EXPLOREAIR
Registration Number:	3784291	EXTENDAIR

CORRESPONDENCE DATA	
Fax Number:	4048853900
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4048853770
Email:	andrew.regan@troutmansanders.com
Correspondent Name:	ANDREW REGAN PHD
Address Line 1:	600 Peachtree St NE
Address Line 2:	#5200
Address Line 4:	ATLANTA, GEORGIA 30308

ATTORNEY DOCKET NUMBER:	031372.000036
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CH \$115.00 85817194

NAME OF SUBMITTER:	ANDREW REGAN PHD
Signature:	/ANDREW REGAN 66970/
Date:	11/04/2013
Total Attachments: 9 source=GH_Exalt (Executed IP Agreement 10_13) (2)#page1.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page2.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page3.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page4.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page5.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page6.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page7.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page8.tif source=GH_Exalt (Executed IP Agreement 10_13) (2)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into as of October 31, 2013 by and between SILICON VALLEY BANK, a California corporation ("Bank") and EXALT COMMUNICATIONS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain (i) Loan and Security Agreement by and between Bank and Grantor dated as of May 25, 2012 (as may be amended, modified or supplemented from time to time, the "Growth Capital Loan Agreement") and (ii) Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of May 25, 2012 (as may be amended, modified or supplemented from time to time, the "Working Capital Loan Agreement"; together with the Growth Capital Loan Agreement, collectively, the "Loan Agreements"; capitalized terms used herein are used as defined in the Loan Agreements).

B. Borrower has requested that Bank enter into that certain (i) First Amendment to Loan and Security Agreement by and between Grantor and Bank dated of even date herewith (the "Amendment to Growth Capital Loan Agreement") and (ii) First Amendment to Second Amended and Restated Loan and Security Agreement by and between Grantor and Bank dated of even date herewith (the "Amendment to Working Capital Loan Agreement"; together with the Amendment to Growth Capital Loan Agreement, collectively, the "Amendments to Loan Agreements"), and Bank is willing to enter into the Amendments to Loan Agreements, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreements.

C. Pursuant to the terms of the Loan Agreements and the Amendments to Loan Agreements, 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 its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. **Grant of Security Interest.** To secure its obligations under the Loan Agreements, 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 or 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 Agreements, which is hereby incorporated by reference. The provisions of the Loan Agreements 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 Agreements 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 State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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:

EXALT COMMUNICATIONS, INC.

By:  _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005145 FRAME: 0991

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.

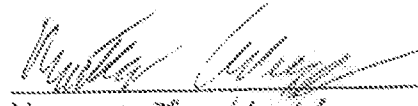
GRANTOR:

EXALT COMMUNICATIONS, INC.

By: _____
Name:
Title:

BANK:

SILICON VALLEY BANK

By:  _____
Name: *Matthew Wright*
Title: *VP*

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Decision directed DC offset removal	8,428,186	April 23, 2013
Adaptive multi-service data framing	8,295,304	October 23, 2012
Method and apparatus for timing and/or frequency synchronization in an RF rece	8,094,767	January 10, 2012
Automatic timing synchronization for wireless radio networks	8,040,870	October 18, 2011
Adaptive Multi-Service Data Framing	13/657,759	October 22, 2012
Apparatus for ethernet traffic aggregation of radio links	12/618,666	November 13, 2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
EXPANDAIR	85/817,194	January 7, 2013
EXTREMEAIR	3,966,062	May 24, 2011
EXPLOREAIR	3,919,417	February 15, 2011
EXTENDAIR	3,784,291	May 4, 2010

EXHIBIT D

Mask Works

Description

NONE

Registration/
Application
Number

Registration/
Application
Date