

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
Xirrus, Inc.		02/08/2013	CORPORATION:
RECEIVING PARTY DATA			
Name:	Carr & Ferrell LLP		
Street Address:	120 Constitution Drive		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78846667	XIRRUS	
Serial Number:	78339781	XIRRUS	
CORRESPONDENCE DATA			
Fax Number:	6508123444		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6508123407		
Email:	jkarle@carrferrell.com		
Correspondent Name:	Jill Fishbein		
Address Line 1:	Carr & Ferrell LLP		
Address Line 2:	120 Constitution Drive		
Address Line 4:	Menlo Park, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	XIRRUS282013		
NAME OF SUBMITTER:	Jayme Karle		
Signature:	/Jayme Karle/		

OP \$65.00 78846667

TRADEMARK

Date:

03/03/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 8, 2013 by and between XIRRUS, INC., a California corporation ("Grantor"), and Carr & Ferrell LLP (the "Agent") as collateral agent for the Lenders hereinafter defined.

RECITALS

A. The Lenders under and as defined in that certain Note and Warrant Purchase Agreement dated February 8, 2013 (as the same may be amended, modified or supplemented from time to time, the "Purchase Agreement") have agreed to make certain advances of money and to extend certain financial accommodation to Grantor in exchange for the issuance of certain Secured Convertible Promissory Notes (as the same may be amended, modified or supplemented from time to time, the "Notes") in the amounts and manner set forth in the Purchase Agreement. Lenders are willing to purchase the Notes from Grantor, but only upon the condition, among others, that Grantor shall grant to the Agent, as collateral agent for the Lenders, a security interest in its intellectual property Collateral (including the Trademarks and Patents identified herein) to secure the Obligations of Grantor.

B. Pursuant to the terms of the Security Agreement dated as February 8, 2013 between Grantor and Agent (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"; capitalized terms used herein and not defined herein are used as defined in the Security Agreement), Grantor has granted to Agent, on behalf of the Lenders, 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 Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, 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 Collateral (including without limitation those Patents and Trademarks listed on Schedules A and B hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. The security interest granted hereunder shall terminate in accordance with the terms and conditions of the Security Agreement.

This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent or Lenders with respect to the security interest granted hereby are subject to the terms of the Security Agreement and are in addition to those set forth in the Purchase Agreement and Transaction Documents, and those which are now or hereafter available to Agent or the Lenders as a matter of law or equity. Each right, power and remedy of Agent and Lenders provided for herein or in the Purchase Agreement or Transaction Documents, or now or hereafter existing at law or in equity, shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent or the Lenders of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement or any of the Transaction Documents, or now or hereafter existing at law or in equity, and shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies. In the event of a conflict between this Agreement and the Security Agreement, the terms and conditions of the Security Agreement shall control.

As used herein, the following terms shall have the following meanings:

"Patents" are patents, patent applications and like protections, including improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same.

"Trademarks" are trademark and service mark rights, registered or not, applications to register and registrations and like protections, and the entire goodwill of the business of Grantor connected with the trademarks.

[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:

Address of Grantor:

2101 Corporate Center Dr.
Thousand Oaks, CA 91320
Attn: _____

XIRRUS, INC

By: 

Title: CEO

AGENT:

Address of Agent:

120 Constitution Drive
Menlo Park, California 94025
Attn: Jill Fishbein, Esq.

CARR & FERRELL LLP

By: 

Title: Partner

SCHEDULE A

Issued Patents

Patent No.	Issue Date	Filing Date
D526973	22-Aug-2006	17-Nov-2004
8160036	17-Apr-2012	10-Aug-2007
8299978	30-Oct-2012	20-Apr-2009
8184062	22-May-2012	03-Apr-2008
8116697	14-Feb-2012	13-Nov-2007
8112039	07-Feb-2012	11-Dec-2007

Applications in Process

Application Number	Filing Date
13/297,006	15-Nov-2011
13/732,172	31-Dec-2012
13/732,201	31-Dec-2012
13/732,224	31-Dec-2012
11/816,061	10-Aug-2007
13/477,785	22-May-2012
13/487,918	04-June-2012
11/816,065	09-Mar-2006
13/732,841	02-Jan-2013
13/732,253	31-Dec-2012
12/141,479	18-Jun-2008
12/269,567	12-Nov-2008
12/987,048	07-Jan-2011
12/987,054	07-Jan-2011
12/987,040	07-Jan-2011
13/115,091	24-May-2011
13/114,875	24-May-2011
13/331,367	20-Dec-2011
13/566,711	03-Aug-2012
13/566,752	03-Aug-2012
13/647,054	08-Oct-2012
13/242,710	23-Sep-2011
13/222,570	31-Aug-2011
13/101,726	05-May-2011
13/094,049	26-Apr-2011
13/353,880	19-Jan-2012

SCHEDULE B

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
XIRRUS	78846667	3/27/06
Xirus	78339781	12/11/03

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