

## 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.  |   | 11/19/2013     | 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:   | XIRRUS11192013                            |                |              |
| NAME OF SUBMITTER:  | Jayme Karle                               |                |              |
| Signature:  | /Jayme Karle/                             |                |              |

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TRADEMARK

Date:

03/03/2014

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of November 19, 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 October 16, 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 of October 16, 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.

C. The Grantor and certain of the Lenders have entered into a Note and Warrant Purchase Agreement dated as of February 8, 2013, pursuant to which Grantor has previously issued convertible promissory notes in the amounts set forth therein in favor of the Lenders that are secured by the Security Agreement dated as of February 8, 2013 (collectively, the "February Agreements").

D. The security interest granted herein is separate from and in addition to the security interest granted pursuant to the February Agreements.

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 Agent 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: Steve de Gemaro

XIRRUS, INC.

By: [Signature]

Title: PRESIDENT + CEO

AGENT:

Address of Agent:

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

CARR & FERRELL LLP

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

Title: \_\_\_\_\_

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:

XIRRUS, INC.

2101 Corporate Center Dr.  
Thousand Oaks, CA 91320

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

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


Title: \_\_\_\_\_

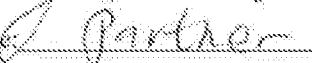
AGENT:

Address of Agent:

CARR & FERRELL LLP

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

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

Title:  \_\_\_\_\_

SCHEDULE A

PATENTS AND PATENT APPLICATIONS

PATENTS

| Patent Name  | Patent Number | Date Issued |
|--|---------------|-------------|
| Electronic Device Housing  | D526,973      | 8/22/06     |
| Wireless LAN Array   | 8,160,036     | 4/17/12     |
| Assembly and Mounting for Multi-Sector Access Point Array            | 8,299,978     | 10/30/12    |
| Antenna Architecture of a Wireless LAN Array                         | 8,184,062     | 5/22/12     |
| System and Method for Reducing Multi-Modulation Radio Transmit Range | 8,116,697     | 2/14/12     |
| Radar Detection Algorithms   | 8,112,039     | 2/7/12      |
| MIMO Antenna System  | 8,482,478     | 7/9/13      |
| Wireless LAN Antenna Array   | 8,519,902     | 8/27/13     |

PATENT APPLICATIONS

| Name  | Status & Date Filed | Application Number |
|---|---------------------|--------------------|
| MIMO Antenna System   | Allowed, 1/7/11     | 12/987,040         |
| Wireless Array Device and System for Managing Wireless Arrays Having Magnetometers              | Allowed, 5/5/11     | 13/101,726         |
| Wireless LAN Array  | Allowed, 12/31/12   | 13/732,172         |
| Wireless Access Point Array   | Allowed, 12/31/12   | 13/732,201         |
| Wireless LAN Array  | Pending, 11/15/11   | 13/297,006         |
| Media Access Controller for Use in a Multi-Sector Access Point Array                            | Pending, 8/10/07    | 11/816,061         |
| System for Allocating Channels in a Multi-Radio Wireless LAN Array                              | Pending, 8/10/07    | 11/816,065         |
| Node Fault Identification in Wireless LAN Access Points   | Pending, 6/18/08    | 12/141,479         |
| Testing System For A Wireless Access Device and Method  | Pending, 1/7/11     | 12/987,048         |
| Testing Apparatus With A Propagation Simulator For A Wireless Access Device And Method          | Pending, 1/7/11     | 12/987,054         |
| MIMO Antenna System Having Beamforming Networks   | Pending, 5/24/11    | 13/115,091         |
| Surface Mount Antenna Contacts  | Pending, 5/24/11    | 13/114,875         |
| System and Method For Managing Parallel Processing Of Network Packets In Wireless Access Device | Pending, 12/20/11   | 13/331,367         |
| Modular Wireless Network Access Device  | Pending, 8/3/12     | 13/566,711         |
| Radio Modules In A Modular Wireless Network Access Device                                       | Pending, 8/3/12     | 13/566,752         |

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|  |                   |            |
|--|-------------------|------------|
| Assist Engine for Transmit and Receive Functions in a Modular Wireless Network Access Device           | Pending, 10/8/12  | 13/647,054 |
| System and Method for Determining the Location of a Station in a Wireless Environment                  | Pending, 9/23/11  | 13/242,710 |
| System And Method For Conducting Wireless Site Surveys   | Pending, 8/31/11  | 13/222,570 |
| Method For Determining A Geospatial Location Of A Client In Signal Communication With A Wireless Array | Pending, 4/26/11  | 13/094,049 |
| System and Method For Conducting Wireless Site Surveys Using Wireless Network Design Criteria          | Pending, 1/19/12  | 13/353,880 |
| Wireless Access Point Array  | Pending, 12/31/12 | 13/732,224 |
| System for Allocating Channels in a Multi-Radio Wireless LAN   | Pending, 12/31/12 | 13/732,253 |
| Array  |                   |            |
| System for Allocating Channels in a Multi-Radio Wireless LAN   | Pending, 1/2/13   | 13/732,841 |
| Array  |                   |            |



SCHEDULE B

Trademarks

| <u>Description</u> | <u>Registration/<br/>Application<br/>Number</u> | <u>Registration/<br/>Application<br/>Date</u> |
|--------------------|---|---|
| XIRRUS             | 78846667  | 3/27/06                                       |
| Xirrus             | 78339781  | 12/11/03                                      |

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