

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
CoCo Communications Corp.		01/10/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	John E. DeFeo		
Street Address:	1500 Broadway E.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98102		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Barbo Family Investments LLC		
Street Address:	1136 21st Ave. E.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98112		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
Name:	Charles Barbo		
Street Address:	1136 21st Ave. E.		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98112		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	John Stachowiak		
Street Address:	16836 SE 58th Street		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98006		

Entity Type: INDIVIDUAL: UNITED STATES

Name:	WBW Trust No. One
Street Address:	P.O. Box 1278
City:	Tacoma
State/Country:	WASHINGTON
Postal Code:	98401
Entity Type:	TRUST: WASHINGTON
Composed Of:	<ul style="list-style-type: none">William T. Weyerhauser, UNITED STATES, INDIVIDUAL

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3419943	COCO
Serial Number:	78607764	COCO
Registration Number:	3303653	COCO
Registration Number:	3405482	COCO
Registration Number:	3567772	COCO
Registration Number:	3302151	COCO

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 206-452-8891
Email: gthunell@cooley.com
Correspondent Name: Gary Thunell
Address Line 1: 1700 Seventh Ave., Suite 1900
Address Line 4: Seattle, WASHINGTON 98101-1355

ATTORNEY DOCKET NUMBER:	306993-100
NAME OF SUBMITTER:	Gary Thunell
Signature:	/Gary Thunell/
Date:	03/04/2014

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*IP Security Agreement*”) is entered into as of January 10, 2014 by and among **CoCo Communications Corp.**, a Delaware corporation (“*Grantor*”), the secured parties listed on the signature pages hereto (each, a “*Secured Party*” and, collectively, the “*Secured Parties*”) and Julie Barbo, in her capacity as Collateral Agent (as defined below) on behalf of the Secured Parties.

RECITALS

A. Each Secured Party has made and has agreed to make certain advances of money and to extend certain financial accommodations to Grantor as evidenced by either (i) those certain Convertible Secured Promissory Notes dated on January 10, 2014 executed by Grantor in favor of certain of the Secured Parties and such other Convertible Secured Promissory Notes which may be executed by Grantor in favor of certain of the Secured Parties after the date hereof (each, a “*Note*” and, collectively, the “*Notes*”) and that certain Note Purchase Agreement dated January 10, 2014 by and between Grantor and certain of the Secured Parties (the “*Purchase Agreement*”) or (ii) those certain Convertible Secured Promissory Notes issued pursuant to that certain Note Purchase Agreement dated April 13, 2010 and amended on July 26, 2010, November 19, 2010, July 22, 2011, January 31, 2012 and June 27, 2012 (the “*Prior Purchase Agreement*”) executed by Grantor in favor of certain of the Secured Parties (each, also a Note) for which the original security interests were terminated in connection with the June 27, 2012 amendment to the Prior Purchase Agreement, such advances, future advances, and financial accommodations being referred to herein as the “*Loans*.”

B. The Secured Parties are willing to make the Loans to Grantor or amend the terms of such Loans, as the case may be, but only upon the condition, among others, that Grantor shall have executed and delivered to the Secured Parties this IP Security Agreement.

C. Pursuant to the terms of the Security Agreement entered into by Grantor on the date hereof (the “*Security Agreement*”), Grantor has granted to the Secured Parties a security interest in all of Grantor’s Intellectual Property. Capitalized terms used herein are used as defined in the Security Agreement.

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 the Secured Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Secured Obligations, Grantor hereby grants and pledges to the Secured Parties and to the Collateral Agent, on behalf of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed under Grantor’s name on Exhibits A, B and C 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 interests are granted in conjunction with the security interests granted to the Secured Parties and to the Collateral Agent, on behalf of the Secured Parties, under the Security Agreement. The rights and remedies of the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, with respect to the security interests granted hereby are in addition to those set forth in the Security Agreement and the other Related Documents, and those which are now or hereafter available to the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, as a matter of law or equity. Each right, power and remedy of the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, provided for herein or in the Security Agreement or any of the Related 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 the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, of any one or more of the rights, powers or remedies provided for in this IP Security Agreement, the Security Agreement or any of the other Related Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Parties and the Collateral Agent, on behalf of the Secured Parties, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Grantor hereby acknowledge and agree that the Secured Parties may, from time to time and without notice to Grantor, amend Exhibits A, B and C hereto to reflect changes in Grantor's right, title and interest in, to and under any copyrights, patents and trademarks; *provided* that Grantor acknowledges and agrees that neither the Secured Parties' nor the Collateral Agent's, on behalf of the Secured Parties, failure to so amend such Exhibits shall not limit or impair the Secured Parties' or the Collateral Agent's, on behalf of the Secured Parties, security interest in any Intellectual Property.

Grantor hereby covenants to provide the Collateral Agent and the Secured Parties with notice of any future filings, continuations and divisionals of patents of Grantor with the United States Patent and Trademark Office, which shall automatically be deemed part of the Collateral subject to the Agreement, and, upon the written request of the Collateral Agent or the majority in interest of Secured Parties, to make any additional filings as requested with the United States Patent and Trademark Office to maintain the Collateral Agent's and the Secured Parties' security interest in the applicable Intellectual Property.

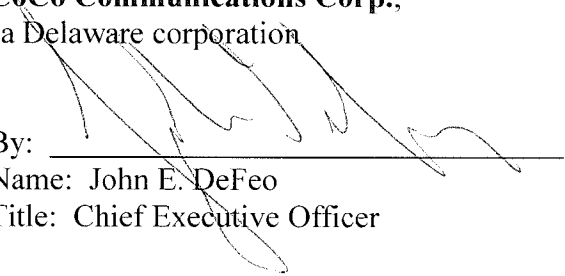
Upon a Subsequent Closing (as defined in the Purchase Agreement), any new Purchaser shall execute a Joinder Agreement in the form attached hereto as *Exhibit D*, pursuant to which such person becomes a party to this IP Security Agreement and shall have the rights and responsibilities set forth in the provisions hereof as a Secured Party.

The Secured Parties hereby appoint Julie Barbo as the “*Collateral Agent*” for the Secured Parties under this IP Security Agreement to serve from the date hereof until the termination of this IP Security Agreement. Notwithstanding anything to the contrary in this IP Security Agreement, the Collateral Agent may be removed or replaced with the written consent of the Majority Lenders.

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

GRANTOR:

CoCo Communications Corp.,
a Delaware corporation

By: 
Name: John E. DeFeo
Title: Chief Executive Officer

COLLATERAL AGENT:

Name: Julie Barbo

SECURED PARTIES:



John E. DeFeo

[SIGNATURE PAGE TO CoCo INTELLECTUAL PROPERTY SECURITY AGREEMENT]

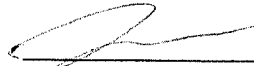
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CoCo Communications Corp.,
a Delaware corporation

By: _____
Name: John E. DeFeo
Title: Chief Executive Officer

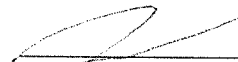
COLLATERAL AGENT:



Name: Julie Barbo

SECURED PARTIES:

BARBO FAMILY INVESTMENTS LLC



Julie Barbo, Manager

[SIGNATURE PAGE TO CoCo INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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GRANTOR:

CoCo Communications Corp.,
a Delaware corporation

By: _____
Name: John E. DeFeo
Title: Chief Executive Officer


COLLATERAL AGENT:

Name: Julie Barbo

BARBO FAMILY INVESTMENTS LLC,
as Secured Party

Julie Barbo, Manager

CHARLES BARBO, as Secured Party



Charles Barbo

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GRANTOR:

CoCo Communications Corp.,
a Delaware corporation

By: _____


Name: John E. DeFeo

Title: Chief Executive Officer

COLLATERAL AGENT:

Name: Julie Barbo

SECURED PARTIES:



John Stachowiak

[SIGNATURE PAGE TO CoCo INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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a Delaware corporation

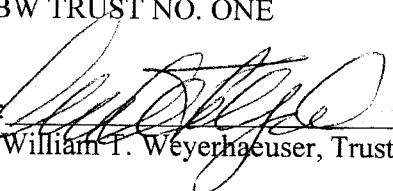
By: _____
Name: John E. DeFeo
Title: Chief Executive Officer

COLLATERAL AGENT:

Name: Julie Barbo

SECURED PARTIES:

WBW TRUST NO. ONE

By: 
William F. Weyerhaeuser, Trustee

[SIGNATURE PAGE TO CoCo INTELLECTUAL PROPERTY SECURITY AGREEMENT]

EXHIBIT A
COPYRIGHTS

CoCo has no registered copyrights.

EXHIBIT B

PATENTS

Grantor: CoCo Communications Corp.

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1US Method and Apparatus for Persistent Connections to a Device Through the Use of Multiple Physical Network Connections and Connection Hand-Offs Between Multiple Bands, Modes and Networks Foreign patents granted for 7,624,165 in India and Japan, international filings for 7,624,165 in Brazil, Canada and Europe		
<i>Patent Granted:</i>	7,624,165	Granted 24-Nov-2009
<i>Continuation Patent Granted:</i>	8,180,879	Granted 15-May-2012
<i>Notice of Allowance:</i>	13/471,109	Filed 14-May-2012 NOA 10/23/2013
2US Method and Apparatus for Secure Communications and Resource Sharing Between Anonymous Non-Trusting Parties with No Central Administration Foreign patents granted in Australia, Canada, Israel and Russia, international filings in Brazil and Europe		
<i>Patent Application Filed:</i>	Publication No. 2012/0311334 13/492,169	Published 6-Dec-2012
3US Network Clustering		
<i>Patent Granted:</i>	8,233,480	Granted 31-July-2012
<i>Continuation Patent Application Filed:</i>	Publication No.	

2012/0300671
13/562,018
Filed
30-July-2012

4US Secure, Distributed Hierarchical Convergence Network

International filing in Europe

Patent Granted: 8,494,458
Granted
23-July-2013

Continuation Patent Application Filed: 13/948,062
2013/0308495
Filed
22-July-2013

5US Naming System Layer

International filing in Europe

Notice of Allowance: 2009/0319646
12/160,599
Filed
10-July-2008

6US Protocol Circuit Layer

Patents granted/allowed Japan and Israel,
International filings in Europe

Patent Granted: 8,208,466
Granted
26-June-2012

Notice of Allowance: 2012/0320740
13/532,614
Filed
25-June-2012
NOA
9/13/2013

7US Protocol Link Layer

Patent Granted: 8,248,964
Granted
21-August-2012

Continuation Patent Application Filed: 2013/0051401
13/587,661
Filed
16-August-2012

8US Congestion Management and Latency Prediction in CSMA Media

International filings in Canada and Europe

<i>Patent Granted:</i>	8,209,433	Granted 26-June-2012
<i>Continuation Patent Granted:</i>	8,458,330	Granted 4-June-2013
<i>Continuation Patent Application Filed:</i>	13/908,924	Filed 3-June-2013

**9US Systems And Methods For Push-To-Talk Voice
Communication Over Voice Over Internet Protocol
Networks Push To Talk System of Voice Delivery**

<i>Patent Application Filed:</i>	61/857/582	Filed 23-July-2013
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EXHIBIT C
TRADEMARKS

Grantor: CoCo Communications Corp.




Mark	Country	Class	App. No.	App. Date	Reg. Number	Reg. Date	Status
COCO	United States	009	78/607,758	4/13/2005	3,419,943	4/29/2008	Registered
COCO	United States	035	78/607,764	4/13/2005			Pending
COCO	United States	038	78/607,761	4/13/2005	3,303,653	10/2/2007	Registered
COCO	United States	042	78/607,764	4/13/2005			Pending
	United States	009	78/878,078	5/5/2006	3,405,482	4/1/2008	Registered
	United States	038	78/878,077	5/5/2006	3,567,772	1/27/2009	Registered
	United States	042	78/878,073	5/5/2006	3,302,151	10/2/2007	Registered

EXHIBIT D

JOINDER AGREEMENT

The undersigned, a purchaser of notes from **CoCo COMMUNICATIONS CORP.** (the "**Company**") pursuant to that certain Note Purchase Agreement dated January 10, 2014, as may be amended from time to time (the "**Purchase Agreement**"), hereby agree to become a "Secured Party" pursuant to that certain Intellectual Property Security Agreement dated as of January 10, 2014 (the "**IP Security Agreement**") and further agrees to be bound by and subject to all of the terms and conditions thereof, in my capacity as a Secured Party thereunder.

If Individual:

Name: _____

Address: _____

Facsimile: _____

Email: _____

If Entity:

Entity Name: _____

By: _____

Name: _____

Title: _____

Address: _____

Facsimile: _____

Email: _____