

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM306500

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Airbiquity Inc.		05/23/2014	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ORIX Ventures, LLC		
<b>Street Address:</b>	245 Park Avenue, 19th Floor		
<b>Internal Address:</b>	Attn: General Counsel		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85088129	AIRBIQUITY DELIVERS THE VEHICLE TO YOUR	
<b>Serial Number:</b>	85088124	AIRBIQUITY CHOREO	
<b>Serial Number:</b>	77719905	A AIRBIQUITY	
<b>Serial Number:</b>	77719877	AIRBIQUITY CONNECTED SERVICES	
<b>Serial Number:</b>	77620698	AIRBIQUITY	
<b>Serial Number:</b>	77619789	AQLINK	
<b>Serial Number:</b>	77619765	VIAAQ	
<b>Serial Number:</b>	76159709	AQLINK	
<b>Serial Number:</b>	76159329	AQSERVER	
<b>Serial Number:</b>	76114478	AIRBIQUITY	
<b>Serial Number:</b>	76114477	AIRBIQUITY	
<b>Serial Number:</b>	76116468	LOCATION COMMERCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	858-677-1400		
<b>Email:</b>	susan.reynholds@dlapiper.com		
<b>TRADEMARK</b>			

CH \$315.00 85088129

**Correspondent Name:** DLA Piper LLP (US)  
**Address Line 1:** 4365 Executive Drive, Suite 1100  
**Address Line 4:** San Diego, CALIFORNIA 92121

**ATTORNEY DOCKET NUMBER:** 383144-8

**NAME OF SUBMITTER:** Troy Zander

**SIGNATURE:** /s/ Troy Zander

**DATE SIGNED:** 06/03/2014

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 23, 2014 by and between ORIX VENTURES, LLC (“ORIX”) and AIRBIQUITY INC. (“Grantor”).

### RECITALS

A. ORIX 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 Loan and Security Agreement by and between ORIX and Grantor dated as of May 23, 2014 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). ORIX is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to ORIX a security interest in certain Copyrights, Trademarks, and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to ORIX 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 its obligations under the Loan Agreement, Grantor grants and pledges to ORIX 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 on Schedules 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.

This security interest is granted in conjunction with the security interest granted to ORIX under the Loan Agreement. The rights and remedies of ORIX with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to ORIX as a matter of law or equity. Each right, power and remedy of ORIX provided for herein or in the Loan Agreement or any of the Loan 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 ORIX of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including ORIX, of any or all other rights, powers or remedies.

*[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:

1011 Western Avenue, Suite 600  
Seattle, WA 98104

Attn: GENERAL COUNSEL

AIRBIQUITY INC.

By: 

Title: CHIEF FINANCIAL OFFICER

ORIX:

Address of ORIX:

245 Park Avenue, 19th Floor  
New York, NY 10167

Attn: General Counsel, Operations Manager  
and Portfolio Manager

ORIX VENTURES, LLC

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

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

*[Signature Page to Intellectual Property Security Agreement]*

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:

1011 Western Avenue, Suite 600  
Seattle, WA 98104

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

AIRBIQUITY INC.

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

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

ORIX:

Address of ORIX:

245 Park Avenue, 19th Floor  
New York, NY 10167

Attn: General Counsel, Operations Manager  
and Portfolio Manager

ORIX VENTURES, LLC

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

Title: Manager

*{Signature Page to Intellectual Property Security Agreement}*

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
aqLink 5" software	TX0007147805	12/8/09

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Voice channel control of wireless packet data communications	7508810	3/24/09
Remote method for wireless transmission of location data	7509134	3/24/09
Method for in-band signaling of data over digital wireless telecommunications networks	7747281	6/29/10
Method for pulling geographic location data from a remote wireless telecommunications mobile unit	7848763	12/7/10
Centralized management of motor vehicle software applications and services	7966111	6/21/11
Wireless in-band signaling with in-vehicle systems	7979095	7/12/11
Methods for in-band signaling through enhanced variable-rate codecs	7983310	7/19/11
Remote destination programming for vehicle navigation	8014942	9/6/11
Automatic gain control in a navigation device	8073440	12/6/11
Adaptive data transmission for a digital in-band modem operating over a voice channel	8249865	8/21/12
Mobile digital radio playlist system	8391775	3/5/13
In-vehicle system (IVS) control of emergency data communications	8417211	4/9/13
Methods for in-band signaling through enhanced variable-rate codecs	8594138	11/26/13
In-vehicle mobile music purchase	8676135	3/18/14
Centralized management of motor vehicle software applications and services	12729207	3/22/10
Centralized management of motor vehicle software applications and services	12777989	5/11/10
Echo cancellation in wireless inband signaling modem	13240956	9/22/11
Wireless emergency call (ECALL) devices and ECALL service subscription management	13554738	7/20/12
Extensible scheme for operating vehicle head unit as extended interface for mobile device	13605796	9/6/12
Mobile integration platform (MIP) integrated handset application proxy (HAP)	13605846	9/6/12
User interface for mobile device	13735932	1/7/13
Electric vehicle charging network services	13736805	1/8/13
Using a full duplex voice profile of a short range communication protocol to provide digital data	13797133	3/12/13
Time diversity voice channel data communications	7924934	4/12/11
Using a bluetooth capable mobile phone to access a remote network	8036600	10/11/11
Efficient error correction scheme for data transmission in a wireless in-band signaling system	8418039	4/9/13
System and method to communicate time stamped, 3-axis geo-position data within telecommunication networks	6144336	11/7/00
Multichannel in-band signaling data communications over digital wireless telecommunications networks	6493338	12/10/02
Circuitry for activating a modem in a cellular telephone	6681121	1/20/04
In-band signaling for data communications over digital wireless telecommunications network	6690681	2/10/04
In-band signaling for synchronization in a voice communications network	6771629	8/3/04
In-band signaling for data communications over digital telecommunications networks	7151768	12/19/06
Network delay identification method and apparatus	7164662	1/16/07
Software code for improved in-band signaling for data communication over digital wireless telecommunications networks	7206305	4/17/07
Facility and method for wireless transmission of location data in a voice channel of a digital wireless telecommunications network	7215965	5/8/07

<u>Description</u>	<u>Patent/App. No.</u>	<u>Issue/File Date</u>
Cellular telephone having improved in-band signaling for data communications over digital wireless telecommunications networks	7221669	5/22/07
Simultaneous voice and data modem	7269188	9/11/07
Multi-sensor fusion	7283904	10/16/07
Synchronizer for use with improved in-band signaling for data communications over digital wireless telecommunications networks	7286522	10/23/07
Method for in-band signaling of data over digital wireless telecommunications networks	7317696	1/8/08
Accessory module for a cellular telephone handset	D448366	9/25/01
Hands-free kit for mounting a wireless device in a vehicle	D479228	9/2/03
Network delay identification method and apparatus	7283567	10/16/07
Wireless in-band signaling with in-vehicle systems	8369393	2/5/13
Automatic gain control in a navigation device	8346227	1/1/13
Centralized management of motor vehicle software applications and services	8326486	12/4/12
In-band signaling for data communications over digital telecommunications networks	8068792	11/29/11
Centralized management of motor vehicle software applications and services	8050817	11/1/11
Voice channel control of wireless packet data communications	8036201	10/11/11
Voice channel control of wireless packet data communications	7733853	6/8/10
Digital wireless voice and data modem	7411982	8/12/08
In-vehicle system (IVS) control of emergency data communications	13786733	3/6/13
Automatic gain control	8452247	5/28/13
Using a bluetooth capable mobile phone to access a remote network	8195093	6/5/12
Centralized management of motor vehicle software applications and services	12886922	9/21/10



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial No.</u>	<u>File Date</u>
AIRBIQUITY DELIVERS THE VEHICLE TO YOUR CONNECTED WORLD	85088129	7/19/10
AIRBIQUITY CHOREO	85088124	7/19/10
A AIRBIQUITY	77719905	4/22/09
AIRBIQUITY CONNECTED SERVICES	77719877	4/22/09
AIRBIQUITY	77620698	11/24/08
AQLINK	77619789	11/21/08
VIAAQ	77619765	11/21/08
AQLINK	76159709	11/6/00
AQSERVER	76159329	11/6/00
AIRBIQUITY	76114478	8/23/00
AIRBIQUITY	76114477	8/23/00
LOCATION COMMERCE	76116468	8/25/00