

07/30/2014

Form PTO-1594 (Rev. 12-11) OMB Collection 0651-0027 (exp. 04/30/2015)



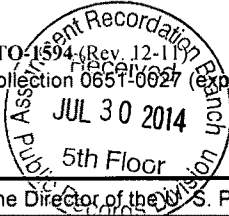
U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103668432

REEL
TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

07/30/14



1. Name of conveying party(ies):

Sonim Technologies, Inc.

- Individual(s)
- Partnership
- Corporation- State: Delaware
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 22, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: East West Bank, Loan Services

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: CA

Country: USA Zip: 91731

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship California
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Attached Schedule A

B. Trademark Registration No.(s)

See Attached Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sung Bounthavong

Internal Address: Loan Documentation Dept.

Loan #355001202 and #355001203

Street Address: 9300 Flair Drive, 6th Floor

City: El Monte

State: CA Zip: 91731

Phone Number: 626-371-8292

Docket Number: _____

Email Address: Sung.Bounthavong@eastwestbank.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 07/30/2014 KNGUYENI 00000006 77373721

Authorized User Name _____ 40.00 DP
100.00 DP

9. Signature:

Sung Bounthavong
Signature

7/23/2014
Date

Sung Bounthavong

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005332 FRAME: 0513

SCHEDULE A
TRADEMARKS

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
SONIM XP3	77373721	1/16/08	3690068	9/29/09
BUILT FOR LIFE	77323073	11/6/07	3496914	9/2/08
SONIM XPI	77296547	10/4/07	3502861	9/16/08
SONIM	76365183	1/30/02	2948711	5/10/05
SONIM	76365126	1/30/02	2882298	9/7/04

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 22, 2014 (this "Agreement"), is delivered by Sonim Technologies, Inc., a Delaware corporation, with a business address of 1875 S. Grant Street, Suite 620, San Mateo, California 94402 (the "Grantor"), and East West Bank, a California banking corporation organized, with a business address of 9300 Flair Drive, 6th Floor, El Monte, California 91731 (the "Lender").

WITNESSETH:

WHEREAS pursuant to the terms of a certain Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor and Lender, the Lender has agreed to extend credit and make certain financial accommodations to the Grantor;

WHEREAS pursuant to the Security Agreement, the Grantor has granted to the Lender a security interest and continuing lien on Grantor's right, title and interest in, to and under certain Collateral (as that term is defined in the Security Agreement) as set forth in the Security Agreement; and

WHEREAS pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

The Grantor hereby grants to the Lender a security interest in all of its right, title and interest in, to and under the Collateral including the Trademarks listed in Schedule A, the Patents listed in Schedule B, and the Copyrights listed in Schedule C in each case whether now owned or hereafter acquired, as collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all obligations set forth in the Security Agreement.

The Grantor does hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the grant of and security interest in, lien on and pledge to the Collateral made hereby as more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

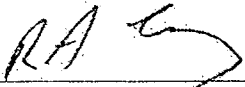
Notwithstanding the foregoing, the Collateral shall not include and no security interest shall be granted or attach hereunder with respect to any property while and to the extent it constitutes any application for a trademark or service mark filed in the United States Patent and Trademark Office on the basis of the Grantor intent to use any such mark pursuant to U.S.C. § 1051 Section 1(b), unless and until such mark is used in interstate commerce, at which point the Collateral shall include, and the security interest granted hereunder shall attach to, such application, but such exclusion shall apply only to the extent that granting a lien in such

trademark application prior to such use would adversely affect the enforceability or validity of such trademark application.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed entirely within such state; provided that the security trustee and each lender of the secured obligations shall retain all rights arising under federal law.

IN WITNESS WHEREOF, Sonim Technologies, Inc. has duly executed or caused this Agreement as of the date indicated above.

SONIM TECHNOLOGIES, INC.

By: 
Name: Richard Long
Title: Chief Financial Officer