# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM323472

SUBMISSION TYPE: NEW ASSIGNMENT
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**NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GAINSPAN CORPORATION		11/17/2014	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	SILICON VALLEY BANK
Street Address:	3003 TASMAN DR.
City:	SANTA CLARA
State/Country:	CALIFORNIA
Postal Code:	95054
Entity Type:	CORPORATION: CALIFORNIA

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3463398	GAINSPAN

## CORRESPONDENCE DATA

Fax Number: 4088524475

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.

4088417195 Phone:

Email: dsanchezbentz@vlplawgroup.com

Correspondent Name: Diana Sanchez Bentz, Legal Specialist

Address Line 1: VLP Law Group LLP Address Line 2: 235 Victoria Dr.

Address Line 4: Gilroy, CALIFORNIA 95020

ATTORNEY DOCKET NUMBER:	SVB-GAINSPAN (TM)
NAME OF SUBMITTER:	DIANA SANCHEZ BENTZ
SIGNATURE:	/DSB1068/
DATE SIGNED:	11/18/2014

#### **Total Attachments: 11**

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<del>TRADEMARK</del>

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#### INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of November 17, 2014 by and between SILICON VALLEY BANK ("Bank") and GAINSPAN CORPORATION ("Grantor").

#### RECITALS

- A. Bank 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 Bank and Grantor dated November 2, 2011 (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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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:

#### <u>AGREEMENT</u>

- 1. <u>Grant of Security Interest</u>. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:
- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and

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continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

- 3. <u>Loan Documents</u>. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.
- 4. Representations of Grantor. Grantor represents and warrants as follows: Exhibit A sets forth a list of all of Grantor's registered copyrights and applications for registration of copyrights; Exhibit B sets forth a list of all of Grantor's patents and patent applications; Exhibit C sets forth a list of all of Grantor's federally registered trademarks and applications for federal

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registration of trademarks; and Exhibit D sets forth a list of all of Grantor's registered mask works and applications for registration of mask works.

- 5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 6. <u>Successors and Assigns</u>. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[Signature page follows.]

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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:
GAINSPAN CORPORATION
Camino Cillettina
By: DENN & A William
Title: CFO
BANK: SILICON VALLEY BANK
By:
Title:

[SIGNATURE PAGE TO IP 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:
GAINSPAN CORPORATION
By:
Title:
BANK:
SILICON VALLEY BANK
By: ROBERT MINGRONE
Title: UF.

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

# EXHIBIT A

Copyrights

DescriptionRegistration/Registration/ApplicationApplicationNumberDate

N/A

# EXHIBIT B

# Patents

Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
7,941,682	Granted 5-10-11
8,321,626	Granted 11-27-12
8,526,604	Granted 9-3-13
8,867,421	Granted 10-21-14
8,583,812	Granted 11-12-13
8,761,066	Granted 6-24-14
20130290377 13/459272	FILED in US 4-30- 2012
8,665,744	Granted 3-4-14
8,755,404	Granted 6-17-14
20130294426 13/462852	FILED in US 5-3- 2012
20140169349 13/719255	FILED in US 12- 19-2012
	Application Number  7,941,682  8,321,626  8,526,604  8,583,812  8,761,066  20130290377 13/459272  8,665,744  8,755,404  20130294426 13/462852  20140169349

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Reliable Delivery Of Data Specified For Transmission By Multicasting In Wireless Networks	20140192691 13/735051	FILED in US 1-3- 2013
	20140211674	FILED 1-31-2013
Advantageous Uses Of Instructions Instructing Stations		
Of WLAN Networks To Desist From Transmissions.	13/754922	
	20140286211	FILED 3-22-2013
Wireless Device With WLAN And Wpan Communication Capabilities	13/848731	
Capabilities	13/010/31	
Providing Bingry Images Customized For Different Hoors	20140297714	FILED 4-12013
Providing Binary Images Customized For Different Users In Memory Space Constrained Environments	13/854178	
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Provisioning A Wireless Device For Secure	20140328334	FILED 5-3-2013
Communication Using An Access Point Designed With	13/886276	
Push Button Mode Of Wps (Wi-Fi Protected Setup).		
11/41/41/41/41/41/41/41/41/41/41/41/41/4	20140328334	FILED 5-31-2013
Convenient Use Of Push Button Mode Of Wps (Wi-Fi		
Protected Setup) For Provisioning Wireless Devices	13/886276	
	8,862,096	Granted 10-14-14
Provisioning Of Multiple Wireless Devices By An Access	0,002,000	
Point		
Maintaining Dayting Information In Manager Constrained	N/A	FILED 1-23-2014
Maintaining Routing Information In Memory Constrained Routers		
Group Provisioning Of Wireless Stations Of A Local Area	N/A	FILED 3-6-2014
Network (WLAN)		
		FILED October
Rate Adaptation For Wi-Fi Based Wireless Sensor	N/A	2013
Devices		
		FILED 9-10-2014
Layer-3 Mesh Connectivity of Wireless Local Networks	N/A	112200102011
		FILED 0 17 2014
Security for group addressed data packets in wireless	N/A	FILED 9-17-2014
networks		
	27/4	FILED 10-20-2014
Enhanced connectivity to end devices via access points	N/A	
of wireless local area networks (WLAN)		
	N/A	FILED 10-15-2014
Communication between wireless devices capable of	IN/FX	
communicating using multiple MAC protocols		
	<u> </u>	

Improved Communication protocol between access point and wireless station	N/A	FILED 10-20-2014
Reducing power consumption in wireless stations with limited memory	N/A	FILED 10-24-2014
Reducing power consumption in wireless stations providing network connectivity for embedded devices	N/A	FILED 10-24-2014
Operating a wireless receiver of a wireless station in power-saving mode	N/A	FILED 11-11-2014
Reducing power consumption in wireless stations executing various client applications	N/A	FILED 11-11-2014

# **EXHIBIT C**

### Trademarks

**Description** 

Registration/ Application Number Registration/ Application <u>Date</u>

3463398

07/08/2008



# EXHIBIT D

Mask Works

Description

Registration/ Application Number

Registration/ Application <u>Date</u>

N/A

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**RECORDED: 11/18/2014**