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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

| | | | |
|----------------------------------|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| FON WIRELESS LIMITED | | 12/30/2014 | LIMITED LIABILITY COMPANY: UNITED KINGDOM |
| RECEIVING PARTY DATA | | | |
| Name: | SILICON VALLEY BANK | | |
| Street Address: | 41 Lothbury | | |
| Internal Address: | 7th Floor | | |
| City: | London | | |
| State/Country: | ENGLAND | | |
| Postal Code: | EC2R 7HF | | |
| Entity Type: | BANK: CALIFORNIA CORPORATION: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark: | |
| Serial Number: | 86076684 | GRAMOFON | |

| | |
|---|-----------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | 8004947512 |
| Phone: | 202-370-4750 |
| Email: | ipteam@nationalcorp.com |
| <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> | |
| Correspondent Name: | Darlana Bari Stark |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 |
| Address Line 2: | National Corporate Research, Ltd. |
| Address Line 4: | Washington, D.C. 20005 |
| ATTORNEY DOCKET NUMBER: | F153288 |
| DOMESTIC REPRESENTATIVE | |
| Name: | |
| Address Line 1: | |
| Address Line 2: | |
| Address Line 3: | |
| Address Line 4: | |
| NAME OF SUBMITTER: | ANDREW NASH |
| Signature: | /ANDREW NASH/ |
| Date: | 12/30/2014 |
| Total Attachments: 11 source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page1.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page2.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page3.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page4.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page5.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page6.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page7.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page8.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page9.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page10.tif source=Closing Copy - Intellectual Property Security Agreement (Fon Wireless)#page11.tif | |
| RECEIPT INFORMATION | |
| ETAS ID: | TM327606 |
| Receipt Date: | 12/30/2014 |
| Fee Amount: | \$40 |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of December 30, 2014 by and between **SILICON VALLEY BANK**, registered in England & Wales under numbers BR014561 and FC029579 with an address of 41 Lothbury, 7th Floor, London EC2R 7HF ("Bank") and **FON WIRELESS LIMITED** (company number 05661131) a limited liability company incorporated under the laws of England and Wales with its registered address at 33 St James's Square, London SW1Y 4JS ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and among Bank, Grantor and Fon U.S., Inc., a Delaware corporation ("Guarantor") dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Grantor's obligations and liabilities to Bank are guaranteed by Guarantor pursuant to the terms of the Loan Agreement. Bank is willing to make the Loans, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor and Guarantor to Bank.

B. Pursuant to the terms of the Loan Agreement and the Debenture (as defined in the Loan Agreement and as hereinafter used), 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 (as defined in the Loan 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 all obligations of Grantor and Guarantor to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the obligations of Grantor and Guarantor to Bank, 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 of 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 Exhibit A 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 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.

This Agreement grants only the security interest described in this Section 1 and is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Grantor shall be permitted to control and manage the Intellectual Property Collateral, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, subject in all cases to the terms of the Loan Agreement and the Debenture.

2. Recordation. 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.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement and the Debenture, each of which are hereby incorporated by reference. The provisions of the Loan Agreement and the Debenture 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, the Debenture and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[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:

FON WIRELESS LIMITED

By:  ALEXANDER
PUREGGER

Title: COO

BANK:

SILICON VALLEY BANK

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:

FON WIRELESS LIMITED

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *S. A. Smith*

Title: VP

TRADEMARK

REEL: 005434 FRAME: 0477

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.


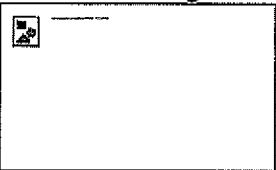

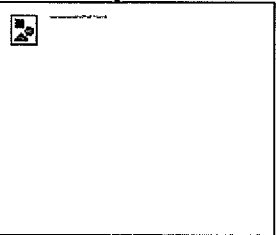
EXHIBIT B

Patents

| No. | Jurisdiction | Patent | Status | Patent number | Date of patent Or Filing date |
|-----|------------------|--|------------|---------------|-------------------------------|
| 1. | US patent | System and method for linking existing wi-fi access points into a single unified network | Registered | US 7 924 780 | 12 April 2011 |
| 2. | US patent | System and method for linking existing wi-fi access points into a single unified network | Registered | US 7 995 993 | 9 August 2011 |
| 3. | US patent | System and method for linking existing wi-fi access points into a single unified network | Registered | US 8 126 430 | 28 February 2012 |
| 4. | US patent | System and method for linking existing wi-fi access points into a single unified network | Registered | US 8 306 502 | 6 November 2012 |
| 5. | US design patent | Wireless router - the ornamental design for wireless router | Registered | US D586 339 S | 10 February 2009 |
| 6. | US design patent | Wireless router - the ornamental design for wireless router | Registered | US D640 692 S | 28 June 2011 |
| 7. | US Application | No tile available | pending | 14/513,197 | Filed: October 13, 2014 |

| No. | Jurisdiction | Patent | Status | Patent number | Date of patent Or Filing date |
|-----|----------------|--|---------|---------------|-------------------------------|
| 8. | US Publication | System and method for linking existing wi-fi access points into a single unified network | pending | 20130288639 | Filed October 20, 2012 |
| 9. | US Publication | Secure tunneling platform system and method | pending | 20120204241 | Filed: December 29, 2011 |
| 10. | US Publication | Secure tunneling platform system and method | pending | 20130239181 | Filed: November 14, 2012 |

EXHIBIT C
Trademarks

| No. | Jurisdiction | Mark | Nice Classes | Status | Trade mark number |
|-----|--------------|--|--------------|--|-------------------|
| 1. | US | "FON" (with Design)  | 9, 38 | Suspended (pending disposition of earlier filed applications) | 79124000 |
| 2. | US | GRAMOFON | 9, 38, 45 | Pending Response to Office Action | 86076684 |
| 3. | Canada | FON and Design  | 09, 38 | Registered | TMA862,685 |
| 4. | Canada | FON SPOT FON.COM and Design  | 09, 38 | Registered | TMA885,956 |
| 5. | Canada | FON SPOT IN A BOX and Design  | 09, 38 | Abandoned | 1533219 |







| | | | | | |
|-----|--------|--|----|------------|----------|
| 6. | Mexico | FON and Design  | 38 | Pending | M1327764 |
| 7. | Mexico | FON and Design  | 9 | Pending | M1327765 |
| 8. | Mexico | FON and Design  | 9 | Pending | M1271137 |
| 9. | Mexico | FON and Design  | 38 | Pending | M1271135 |
| 10. | Mexico | POWERED BY FON and Design  | 38 | Registered | M1453944 |
| 11. | Mexico | POWERED BY FON and Design  | 9 | Registered | M1453943 |

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.