

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328120

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OOMA, INC.		01/05/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	555 MISSION STREET, SUITE 900		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	85855541	THE SMART PHONE FOR YOUR HOME OR BUSINES	
Serial Number:	85849290	THE SMART PHONE FOR YOUR BUSINESS	
Serial Number:	85553905	THE SMART PHONE FOR YOUR HOME	
Serial Number:	78395883	OOMA	
Serial Number:	77829146	OOMA TELO	
Serial Number:	77198263		
Serial Number:	77180171	INSTANT SECOND LINE	
Serial Number:	77180162	OOMA SCOUT	
Serial Number:	77180157	BROADBAND ANSWERING MACHINE	
Serial Number:	77180148	OOMA HUB	
Serial Number:	86424766	SURPRISE INSIDE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandie Sullivan		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		

OP \$290.00 85855541

Address Line 4:	Washington, D.C. 20005
ATTORNEY DOCKET NUMBER:	F153353
NAME OF SUBMITTER:	MONICA COURTADE
SIGNATURE:	/MONICA COURTADE/
DATE SIGNED:	01/06/2015
Total Attachments: 9 source=Closing Copy - IP Security Agreement - ooma (1_2015)#page1.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page2.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page3.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page4.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page5.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page6.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page7.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page8.tif source=Closing Copy - IP Security Agreement - ooma (1_2015)#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**Agreement**") is entered into as of January 5, 2015, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 555 Mission Street, Suite 900, San Francisco, California 94105 ("**Bank**") and **OOMA, INC.**, a Delaware corporation with its principal place of business located at 1880 Embarcadero Road, Palo Alto, California 94303 ("**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 (a) that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of December 17, 2012, as amended by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of July 21, 2014, as further amended by that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof, and (b) that certain Mezzanine Loan and Security Agreement dated as of the date hereof (as each may be further amended modified or supplemented from time to time, collectively, 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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations 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.

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, 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. 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.

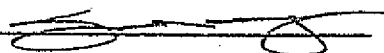
6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the 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.]

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:

OOMA, INC.

By: 

Title: VP & GENERAL COUNSEL

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:

OOMA, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Title: *Vice President* _____

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE


EXHIBIT B

Patents

Serial No. (Patent No.)	Filed (Issued)	Status	Title
12/072,381 (8515021)	Feb 25, 2008 (Aug 20, 2013)	Granted	System and Method for Providing Personalized Reverse 911 Service
12/214,756	June 20, 2008	Filed	System and Method for Providing Virtual Multiple Lines in a Communications System
12/156,562	June 2, 2008	Filed	System and Method for Providing Audio Cues in Operation of a VoIP Service
12/006,587	Jan 02, 2008	Filed	Enforcement of Privacy in a VoIP System
PCT/US2014/044945	Jun 30, 2014	Filed	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy
14/034,457	Sep 23, 2013	Filed	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy
14/044,945		Filed	Enforcement of Privacy in a VoIP System
14/283,132	May 20, 2014	Filed	Security Monitoring and Control
14/318,630	June 28, 2014	Filed	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy
14/327,163	July 9, 2014	Filed	Appliance Device Integration with Alarm Systems
8,804,697	August 12, 2014	Granted	Distributed call routing in a VoIP system
12/139,336	May 19, 2014	Filed	Distributed call routing in a VoIP system
13/594,637	August 24, 2012	Filed	Adaptive Notifications
14/105,014	December 12, 2013	Filed	Redundant Encoding
PCT/US14/68446	December 3, 2014	Filed	Redundant Encoding
8,671,202	March 11, 2014	Granted	Mechanisms for Role Negotiation in the Establishment of Secure Communication Channels in Peer-to-Peer Environments
7,792,061	September 7, 2010	Granted	System and method for obtaining localized information through a structured overlay network
12/313,609	November 21, 2008	Filed	Mechanisms for transparently converting client-server software agents to peer-to-peer software agents
14/281,655		Pending	Distributed call routing in a VoIP System

EXHIBIT C

Trademarks

Serial Number	Reg. Number	Word Mark	Application/Registration Date
85855541		THE SMART PHONE FOR YOUR HOME OR BUSINESS	February 20, 2013
85849290		THE SMART PHONE FOR YOUR BUSINESS	February 13, 2013
85553905	4564622	THE SMART PHONE FOR YOUR HOME	July 8, 2014
78395883	3509877	OOMA	September 30, 2008
77829146	4202702	OOMA TELO	September 4, 2012
77198263	3883227		November 30, 2010
77180171	3731828	INSTANT SECOND LINE	December 29, 2009
77180162	3683604	OOMA SCOUT	September 15, 2009
77180157	3883223	BROADBAND ANSWERING MACHINE	November 30, 2010
77180148	3702026	OOMA HUB *	Oct. 27, 2009
86/424,766		TALKATONE	November 12, 2014

* The Company no longer produces, markets or sells the device named "Ooma Hub" and does not intend to renew the trademark registration for this mark when it becomes due. At such time the registration will therefore be terminated.

EXHIBIT D

Mask Works

NONE