

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPHOTONIX, LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	300 West Sixth Street, Suite 2250		
Internal Address:	Technology & Life Sciences Division		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3504316	TXP CORPORATION	
Registration Number:	3864882	NETSOCKET	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<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:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	3134-1742		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	03/04/2015		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 2, 2015 by and between COMERICA BANK ("Bank") and IPHOTONIX, LLC, a Delaware limited liability company ("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 of even date herewith (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).

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement.

C. 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (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 Bank under the Loan Agreement. The rights and remedies of Bank 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 Bank as a matter of law or equity. Each right, power and remedy of Bank 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 Bank 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 Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

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.

Address of Grantor:

IPHOTONIX, LLC
2600 North Central Expressway
Richardson, Texas 75080
Fax: 566.425.0250
Attn: Chris Ryan

GRANTOR:

IPHOTONIX, LLC

By: 

Name: Christopher Ryan
Title: CEO

Address of Bank:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
300 West Sixth Street
Suite 2250
Austin, Texas 78701
Fax: (512) 427-7178
Attn: Manager

BANK:

COMERICA BANK

By: _____

W. Stu Bell
Senior Vice President

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.

Address of Grantor:

IPHOTONIX, LLC
2600 North Central Expressway
Richardson, Texas 75080
Fax: _____
Attn: _____

GRANTOR:

IPHOTONIX, LLC

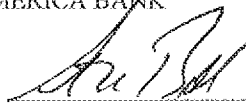
By: _____
Name: _____
Title: _____

Address of Bank:

Comerica Bank
Technology & Life Sciences Division
Loan Analysis Department
300 West Sixth Street
Suite 2250
Austin, Texas 78701
Fax: (512) 427-7178
Attn: Manager

BANK:

COMERICA BANK

By:  _____
W. Stu Bell
Senior Vice President

IP SCHEDULE: PHOTONIX, LLC

EXHIBIT A

Copyrights

IP SCHEDULE: IPHOTONIX, LLC

EXHIBIT B

Patents

Title	Reference	Country	Status	Application Date	Application Number
OPTICAL TRANSCIEVER CALIBRATION SYSTEM AND METHOD		USA	Pending		12/109132
USING ENCODED DC VOLTAGE LEVEL VARIATIONS TO DELIVER POWER STATUS SIGNALS		USA	Pending		12/173862
EDGE NETWORK VIRTUALIZATION	NET-006	USA	Pending	27-Jun-14	62/018,350
LOCAL INTERNET WITH QUALITY OF SERVICE (QOS) EGRESS QUEUING	NET-007	USA	Pending	27-Jun-14	62/018,389
METHODS AND SYSTEMS FOR AUTONOMOUS TUNNEL ESTABLISHMENT IN VIRTUAL NETWORKS	NET-008	USA	Pending	27-Jun-14	62/018,398
FOUR DIMENSIONAL (4D) NETWORK AND APPLICATION VISUALIZATION	NET-009	USA	Pending	27-Jun-14	62/018,408
REMOTE ORCHESTRATION OF VIRTUAL MACHINE UPDATES	NET-010	USA	Pending	27-Jun-14	62/018,411
SECURE REMOTE ACCESS TUNNELS FOR VIRTUAL EDGE ROUTING NETWORKS	NET-011	USA	Pending	27-Jun-14	62/018,421
WIRELESS AREA NETWORK (WAN) OVERLOADING	NET-012	USA	Pending	27-Jun-14	62/018,433

IP SCHEDULE: IPHOTONIX, LLC

DUAL-HOMED EXTERNAL NETWORK ACCESS IN A DISTRIBUTED INTERNET PROTOCOL (IP) ROUTER	NET-013	USA	Pending	27-Jun-14	62/018,443
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IP SCHEDULE: PHOTONIX, LLC

EXHIBIT C

Trademarks

Mark	Registration Number	Country
TXP Corporation	3504316	USA
Netsocket	3864882	USA