

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341461

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROAMWARE, INC.		10/19/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3361012	ROAMWARE	
Serial Number:	85567836	MOBILEUM	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutmansanders.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN SANDERS LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 5200		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	220763.000669		
NAME OF SUBMITTER:	Christopher Close		
SIGNATURE:	/Christopher Close/		
DATE SIGNED:	05/15/2015		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of October 19, 2012 by and between SILICON VALLEY BANK ("**Bank**") and ROAMWARE, INC., a Delaware corporation ("**Grantor**").

RECITALS

A. Bank has made certain advances of money and extended certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor and UNWIREDSOFT, INC., a Delaware corporation, dated as of February 8, 2007 (as the same has and may continue to be from time to time further amended, modified, supplemented or restated, the "**Loan Agreement**"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Pursuant to the Tenth Amendment to Amended and Restated Loan and Security Agreement, dated October 19, 2012, by and between Bank and Grantor, Bank has agreed to extend the Revolving Line Maturity Date and make certain other revisions to the Loan Agreement as more fully set forth therein, 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.

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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

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 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 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.

[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.

Address of Grantor:

2880 Lakeside Drive
Santa Clara, CA 95054

Attn: Neil Laird

GRANTOR:

ROAMWARE, INC.

By: Neil J Laird
Name: NEIL J LAIRD
Title: CFO

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: Tom Smith

BANK:

SILICON VALLEY BANK

By: [Signature]
Name: Tom Smith
Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
NONE		

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
METHOD AND SYSTEM FOR PROVIDING CAMEL SERVICES TO A HOME NETWORK'S OUTBOUND ROAMER WITHOUT NEED FOR CAMEL SUPPORT OR AGREEMENT	8,275,372 12/527,968	September 25, 2012
METHOD AND SYSTEM FOR PROVIDING PIGGYBACK ROAMING FOR SPONSORING SPLIT ROAMING RELATIONSHIPS	8,254,918 12/593,596	August 28, 2012
PREDICTIVE INTELLIGENCE	8,238,905 12/219,622	August 7, 2012
SYSTEM FOR DELIVERING USER-GENERATED SHORT-TEXT NOTIFIED MULTIMEDIA MESSAGES BETWEEN OPERATOR NETWORKS	7,949,328 11/520,799	May 24, 2011
CONTROLLING TRAFFIC OF AN INBOUND ROAMING MOBILE STATION BETWEEN A FIRST VPMN, A SECOND VPMN AND A HPMN	7,929,953 11/402,128	April 19, 2011
METHOD AND SYSTEM FOR PROVIDING GSM IR. 73 SOR COMPLIANT CELLULAR TRAFFIC REDIRECTION	7,616,954 11/798,640	November 10, 2009
METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR COUNTERING ANTI-TRAFFIC REDIRECTION	7,590,417 11/374,427	September 15, 2009
METHOD AND SYSTEM FOR WIRELESS VOICE CHANNEL/DATA CHANNEL INTEGRATION	7,512,098 11/503,301	March 31, 2009

INBOUND ROAMER MULTIMEDIA MESSAGING SYSTEMS	7,496,090 11/076,687	February 24, 2009
MISSED CALL ALERTS	7,493,110 11/288,421	February 17, 2009
METHOD AND SYSTEM FOR WIRELESS VOICE CHANNEL/DATA CHANNEL INTEGRATION	7,092,370 09/932,439	August 15, 2006
METHOD AND SYSTEM FOR PROVIDING PIGGYBACK ROAMING FOR SPONSORING SPLIT ROAMING RELATIONSHIPS	13/486,647	June 1, 2012
PREDICTIVE INTELLIGENCE BASED AUTOMATED CAMEL TESTING	12/962,317	December 7, 2010
CAMEL ROAMING ADAPTATIONS	12/968,184	December 14, 2010
NETWORK-BASED SYSTEM FOR REROUTING PHONE CALLS FROM PHONE NETWORKS TO VOIP CLIENTS FOR ROAMERS AND SUBSCRIBERS WHO DO NOT ANSWER	11/592,333	November 3, 2006
METHOD AND SYSTEM FOR CALL-SETUP TRIGGERED PUSH CONTENT	11/443,434	May 31, 2006
METHOD AND APPARATUS FOR DETECTING AND MANAGING UNRETURNED CALLS	11/272,445	November 9, 2005
FLASH CALLER ID FOR ROAMING	11/250,160	October 12, 2005
DYNAMIC RETAIL DISCOUNT AND RATING MECHANISM	PCT/US2011/065228	December 15, 2011
SMART DIALER METHOD AND SYSTEM	PCT/US2011/060244	November 10, 2011
METHOD AND SYSTEM FOR ON-DEMAND DATA ACCESS	PCT/US2011/060226	November 10, 2011
LOCAL MOBILE NUMBER FOR A FOREIGN RESIDENT MOBILE	PCT/US2011/058431	October 28, 2011
PREDICTIVE INTELLIGENCE BASED AUTOMATED CAMEL TESTING	PCT/US2010/059923	December 10, 2010

ADVANCED PREDICTIVE INTELLIGENCE FOR TERMINATION BYPASS DETECTION AND PREVENTION	PCT/US2011/042967	July 5, 2011
ADVANCED PREDICTIVE INTELLIGENCE FOR TERMINATION BYPASS DETECTION AND PREVENTION	13/176,508	July 5, 2011
SEAMLESS SMS BACK	PCT/US2011/034756	May 2, 2011
CAMEL ROAMING ADAPTATIONS	PCT/US2010/060350	December 14, 2010
METHOD AND SYSTEM FOR PROVIDING ROAMING INTELLIGENCE (RI) TO A HOST NETWORK OPERATOR FOR ITS ROAMING TRAFFIC	PCT/US2008/071974	August 1, 2008
TESTING OF ROAMING TRANSACTIONS	PCT/US2008/071018	July 24, 2008
METHODS AND SYSTEMS FOR EXCHANGING NEAR REAL TIME ROAMING DATA EXCHANGE (NRTRDE) FILES BETWEEN A VISITED NETWORK AND A HOME NETWORK IN REAL TIME	PCT/US2008/006371	May 19, 2008
METHOD AND SYSTEM FOR PROVIDING CAMEL SERVICES TO A HOME NETWORK'S OUTBOUND ROAMER WITHOUT NEED FOR CAMEL SUPPORT OR AGREEMENT	PCT/US2008/002542	February 27, 2008
METHOD AND SYSTEM FOR CONTROLLING THE ROAMING BEHAVIOUR OF MOBILE SUBSCRIBERS HAVING ACTIVE DATA SESSIONS	PCT/US2008/004258	April 2, 2008
METHOD AND SYSTEM FOR PROVIDING PIGGYBACK ROAMING FOR SPONSORING SPLIT ROAMING RELATIONSHIPS	PCT/US2008/003966	March 27, 2008
METHOD AND SYSTEM FOR PROVIDING SI2M SERVICE TO INBOUND ROAMERS OF A VISITED NETWORK USING A PASSIVE-MONITORING-BASED SOLUTION	PCT/US2008/002352	February 22, 2008

METHOD AND SYSTEM FOR PROVIDING SIMM SERVICE TO OUTBOUND ROAMERS OF A HOME NETWORK USING A PASSIVE-MONITORING-BASED SOLUTION	PCT/US2008/002258	February 21, 2008
METHOD AND SYSTEM FOR PROVIDING INBOUND TRAFFIC REDIRECTION SOLUTION	PCT/US2007/014661	June 25, 2007
METHOD AND SYSTEM FOR PROVIDING PLN SERVICE TO INBOUND ROAMERS WHEN NO ROAMING RELATIONSHIP EXISTS	PCT/US2007/012384	May 23, 2007
METHOD AND SYSTEM FOR PROVIDING GSM IR.73 SOR COMPLIANT CELLULAR TRAFFIC REDIRECTION	PCT/US2007/011553	May 15, 2007
NETWORK-BASED SYSTEM FOR REROUTING PHONE CALLS FROM PHONE NETWORKS TO VOIP CLIENTS FOR ROAMERS AND SUBSCRIBERS WHO DO NOT ANSWER	PCT/US2006/042987	November 3, 2006
SYSTEM FOR DELIVERING USER-GENERATED SHORT-TEXT NOTIFIED MULTIMEDIA MESSAGES BETWEEN OPERATOR NETWORKS	PCT/US2006/035843	September 14, 2006
METHOD AND SYSTEM FOR CALL-SETUP TRIGGERED PUSH CONTENT	PCT/US2006/021312	May 31, 2006
DYNAMIC GENERATION OF CSI FOR INBOUND ROAMERS	PCT/US2006/017481	May 8, 2006
METHOD AND APPARATUS FOR SUBSCRIBERS TO USE A PROPRIETARY WIRELESS E-MAIL AND PERSONAL INFORMATION SERVICE WITHIN A PUBLIC MOBILE NETWORK NOT OTHERWISE CONFIGURED TO ENABLE THAT USE	PCT/US2006/010197	March 21, 2006
METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR COUNTERING ANTI-TRAFFIC REDIRECTION	PCT/US2006/009064	March 14, 2006

METHOD AND APPARATUS BY WHICH A HOME NETWORK CAN DETECT AND COUNTERACT VISITED NETWORK INBOUND NETWORK TRAFFIC REDIRECTION	PCT/US2006/009295	March 15, 2006
MISSED CALL ALERTS	PCT/US2005/042880	November 29, 2005
INBOUND ROAMER MULTIMEDIA MESSAGING SYSTEMS	PCT/US2005/008016	March 10, 2005
METHOD AND SYSTEM FOR EXCHANGING NRTRDE FILES BETWEEN A VISITED NETWORK AND A HOME NETWORK IN REAL TIME	12/153,453	May 19, 2008
METHOD AND SYSTEM FOR PROVIDING ROAMING INTELLIGENCE (RI) TO A HOST NETWORK OPERATOR FOR ITS ROAMING TRAFFIC	12/184,832	August 1, 2008
METHOD AND SYSTEM FOR ENSURING SERVICE CONTINUITY IN CASE OF A PROXY PROFILE GATEWAY FAILURE OR INTERRUPTION	12/270,758	November 13, 2008
METHOD AND SYSTEM FOR PROVIDING INBOUND TRAFFIC REDIRECTION SOLUTION	11/819,164	June 25, 2007

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
MOBILEUM	85/567,836	March 13, 2012
ROAMWARE	3,361,012	December 25, 2007
MOBILEUM	EC 010868818	May 09, 2012
ROAMWARE	EC 003040615	June 07, 2004

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE