

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348731

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apprion, Inc.		07/10/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Private Equity Investment Fund V, L.P.		
Street Address:	505 Park Avenue, 4th Floor		
Internal Address:	c/o PEI Funds		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
Name:	PEI Managing Partners V, LLC		
Street Address:	505 Park Avenue, 4th floor		
Internal Address:	PEI Funds		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3828813	YOUR WIRELESS IS ON	
Registration Number:	3516906	APPRION	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<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:	800-927-9801 x 62348		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, D.C. 20005		

CH \$65.00 3828813

ATTORNEY DOCKET NUMBER:	717212
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/21/2015

Total Attachments: 18

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APPRION, INC.

a Delaware corporation

2015 AMENDED AND RESTATED SECURITY AGREEMENT

THIS 2015 AMENDED AND RESTATED SECURITY AGREEMENT (this "Security Agreement") is made as of July 10, 2015 among Apprion, Inc., a Delaware corporation (the "Company"), the holders of the secured convertible promissory notes issued pursuant to that certain 2015 Note and Warrant Purchase Agreement, dated as of the date hereof, pursuant to which the Company issued and may in the future issue secured convertible promissory notes (each a "Secured Note" and collectively, the "Secured Notes") each of whom has executed a signature page hereto (the "Holder" and each a "Holder"), and the agent designated in Section 6 hereof (the "Agent") and amends and restates in its entirety that certain 2014 Amended and Restated Security Agreement, dated November 25, 2014, among the Company and certain of the Holders. Reference to the "Holder" in the remainder of this Security Agreement shall include any subsequent or future Holder of any of the Secured Notes. Any subsequent or future Holder shall execute and deliver a counterpart signature page to this Agreement, and thereby, without further action by any party hereto, become a party to and be deemed a Holder hereunder.

In consideration of the mutual promises contained herein, and as an inducement to the Holders to lend to the Company the amounts reflected by the Secured Notes, the parties agree as follows:

1. Creation of a Security Interest. As collateral security for the full and prompt payment or performance of all Indebtedness, the Company hereby grants, conveys, mortgages, pledges, hypothecates and transfers to the Agent for the benefit of the Holders (and their successors and assigns) a security interest in all right, title and interest of the Company in and to the property described in Exhibit A hereto (collectively, the "Collateral"). For purposes of this Security Agreement, "Indebtedness" shall mean all obligations and liabilities of the Company to the Holders howsoever arising, and of every kind and description (whether or not evidenced by any note or instrument) now existing or hereafter arising, including, without limitation, all obligations and liabilities (including principal and interest) under the Secured Notes. The security interest is granted as security only and shall not subject the Agent or any Holder to, or in any way alter or modify, any obligation or liability of the Company with respect to or arising out of the Collateral.

2. Representations, Warranties and Agreements. The Company represents, warrants and agrees that:

(a) Title to Collateral and Authority. The Company (i) has, except for the security interest granted hereby and except for Permitted Liens, full title to the Collateral, free and clear from any lien, security interest, restriction, claim or encumbrance, (ii) has full power and authority to grant a security interest in the Collateral to Agent for the benefit of the Holders, free and clear of any liens or encumbrance, except for Permitted Liens, without the consent or approval of any other person other than any consent or approval which has been obtained and (iii) has full power and

authority to enter into and perform this Security Agreement. For purposes of this Security Agreement the term "Permitted Liens" shall mean (a) liens for taxes not yet delinquent or liens for taxes being contested in good faith and by appropriate proceedings for which adequate reserves have been established; (b) liens in respect of property or assets imposed by law which were incurred in the ordinary course of business, such as carriers', warehousemen's, materialmen's and mechanics' liens and other similar liens arising in the ordinary course of business which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings; (c) liens in favor of the Agent for the benefit of the Holders; (d) liens upon any equipment acquired or held by the Company to secure the purchase price of such equipment or indebtedness incurred solely for the purpose of financing the acquisition of such equipment, so long as such lien extends only to the equipment financed, and any accessions, replacements, substitutions and proceeds (including insurance proceeds) thereof or thereto; (e) leases or subleases and licenses or sublicenses granted in the ordinary course of Company's business, and (f) a first security interest and lien securing borrowings, which are currently in the principal amount of \$2,000,000, from Western Technology Investors ("WTI").

(b) Validity of Security Interest. The security interest granted hereunder constitutes a legal and valid security interest in all the Collateral securing the payment and performance of the Indebtedness. The security interest created hereunder is and shall be prior to any other lien on any of the Collateral, other than Permitted Liens.

(c) Disposition of Collateral. The Company will not sell, lease or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except that the Company may sell, lease or otherwise dispose of or transfer any of the Collateral in the ordinary course of business consisting of (i) the sale of inventory, (ii) sales of worn-out or obsolete equipment, and (iii) non-exclusive licenses and similar arrangements for the use of the property of the Company.

(d) Maintenance of Collateral. The Company will properly maintain and care for the Collateral, not cause or permit waste or confiscation of the Collateral, and pay all taxes and assessments now or hereafter imposed on the Collateral. The Company agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which the Company is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Agent may reasonably request, promptly to prepare and deliver to the Agent a duly certified schedule or schedules in form and detail satisfactory to the Agent showing the identity, amount and location of any and all Collateral. The Company shall, at its own cost and expense, take any and all commercially reasonable actions necessary to defend title to the Collateral against all persons and to defend the security interest of the Holders in the Collateral and the priority thereof against any lien other than Permitted Liens. The Company shall not make or permit to be made an assignment, pledge or hypothecation of the Collateral nor shall it grant any other lien, claim or encumbrance in respect of the Collateral, except for Permitted Liens.

(e) Inspection and Verification. The Company will permit the Agent, by its representatives and agents, to inspect, during normal business hours and on reasonable notice, the

Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located to discuss the Company's affairs with the officers of the Company and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral.

(f) Continuing Obligations of the Company. The Company shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and the Company agrees to indemnify and hold harmless the Agent and the Holders from and against any and all liability for such performance.

(g) Covenants Regarding Intellectual Property.

(1) The Company agrees that it will not, nor will it knowingly permit any of its licensees to, do any act, or omit to do any act, whereby any patent which is material to the conduct of the Company's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws consistent with the Company's current and past practices and in accordance with such commercially prudent and standard practices used in industries that are the same as or similar to those in which the Company is engaged.

(2) The Company (either itself or through its licensees or its sublicensees) will, for each trademark material to the conduct of the Company's business, (i) maintain such trademark in full force free from any claim of abandonment or invalidity for non-use, and (ii) display such trademark with notice of federal registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law consistent with the Company's current and past practices and in accordance with such commercially prudent and standard practices used in industries that are the same as or similar to those in which the Company is engaged.

(3) The Company (either itself or through licensees) will, for each work covered by a material copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws consistent with the Company's current and past practices and in accordance with such commercially prudent and standard practices used in industries that are the same as or similar to those in which the Company is engaged.

(4) The Company shall notify the Agent immediately if it knows or has reason to know that any patent, trademark or copyright material to the conduct of its business may become abandoned, lost or dedicated to the public (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office) regarding the Company's ownership of any patent, trademark or copyright, its right to register the same, or to keep and maintain the same.

(5) The Company agrees to execute an agreement, in a form reasonably acceptable to both the Company and the Agent (an "Intellectual Property Security Agreement"), for recording the security interest granted hereunder in the Collateral with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authorities necessary to perfect the security interest hereunder in any portion of the Collateral; if the Company and the Agent do not agree on a form of Intellectual Property Security Agreement after five (5) days of negotiation, then this Security Agreement shall constitute an Intellectual Property Security Agreement and the Agent shall be entitled to file this Security Agreement in order to perfect such security interest.

(6) Upon request of the Agent, the Company shall execute and deliver any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in any portion of the Collateral that constitutes intellectual property, and the Company hereby appoints the Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until such time as all the Indebtedness shall have been paid or performed in full, at which time such power shall be revoked. In particular, the Company agrees that, should it obtain an ownership interest in any intellectual property which is not on the date hereof a part of the Collateral (the "After-Acquired Intellectual Property"), (i) the provisions of the Agreement shall automatically apply thereto, (ii) any such After-Acquired Intellectual Property and, in the case of trademarks, the goodwill of the business connected therewith or symbolized thereby, shall automatically become part of the Collateral subject to the terms and conditions of this Security Agreement with respect thereto, and (iii) the Company shall execute and deliver to the Agent a written confirmation that such After-Acquired Intellectual Property constitutes "Collateral" as defined therein, which written confirmation the Company or the Agent may record with the U.S. Patent and Trademark Office, the U.S. Copyright Office and any other governmental authorities necessary to perfect the security interest hereunder in such After-Acquired Intellectual Property.

(7) The Company will take all commercially reasonable necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States, to maintain and pursue each material application relating to the patents, trademarks and/or copyrights (and to obtain the relevant grant or registration) and to maintain each issued patent and each registration of the trademarks and copyrights that is material to the conduct of the Company's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and such other actions, in each case, consistent with such commercially prudent and standard practices used in industries that are the same as or similar to those in which the Company is engaged.

(8) In the event that the Company has reason to believe that any Collateral consisting of a patent, trademark or copyright material to the conduct of the Company's business has been or is about to be infringed, misappropriated or diluted by a third party, the Company promptly shall notify the Agent and shall take such actions as the Agent deems appropriate under the circumstances to protect such Collateral in accordance with such commercially

prudent and standard practices used in industries that are the same as or similar to those in which the Company is engaged.

(9) Upon and during the continuance of an Event of Default, the Company shall use all commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each licensed copyright, licensed patent or licensed trademark to effect the assignment of all of the Company's right, title and interest thereunder to the Agent or its designee.

(h) Further Assurances. The Company agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Agent may from time to time reasonably request to assure, preserve, protect and perfect the security interest created hereunder and the rights and remedies created hereby, or to enable the Agent to exercise and enforce the Holders' rights and remedies hereunder with respect to any part of the Collateral, including the payment of any fees and taxes required in connection with the granting of such security interest (including fixture filings) or other documents in connection herewith or therewith and if the Company fails to take any such action upon the reasonable request of the Agent, the Agent shall be entitled to take such action on the Company's behalf and at the Company's expense. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Agent, duly endorsed in a manner reasonably satisfactory to the Agent.

3. Default. Any (i) event of default under the Secured Notes, (ii) breach of any representation, warranty, covenant or agreement in any of the Secured Notes (subject to any applicable cure periods), or (iii) breach of any representation, warranty, covenant or agreement in this Security Agreement, shall be an event of default (each an "Event of Default") under this Security Agreement, which is not cured within 15 days of receipt of written notice by the Company.

4. Remedies.

(a) The Holders hereby agree to exercise all of their rights and remedies hereunder exclusively through the Agent, as provided herein, and only with the consent of a Majority-in-Interest of the Holders. Upon the occurrence and during the continuance of any Event of Default, the Agent, on behalf of the Holders and with the consent of the Holders of a Majority-in-Interest of the Holders, shall be entitled to any and all remedies available to a secured party under the California Uniform Commercial Code. Without limitation of any of the foregoing, upon the occurrence and during the continuance of an Event of Default, the Agent may with the consent of a Majority-in-Interest of the Holders, at any time and from time to time, with or without judicial process, enter upon the premises of the Company and take possession of the Collateral or dispose of any part or all of the Collateral on any such premises, or require the Company to assemble and make available to the Agent any part or all of the Collateral at any place or time designated by the Agent which is reasonably convenient to the Company and the Agent. Upon the occurrence and during the continuance of an Event of Default, the Company agrees that the Agent shall have the right to take any of or all the following actions at the same or different times (except as otherwise provided below): (a) with respect to any Collateral consisting of intellectual property, and to the extent permitted by law, on demand, to cause the security interest created hereunder to become an

assignment, transfer and conveyance of any of or all such Collateral by the Company to the Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code as in effect in any relevant jurisdictions or other applicable law. Without limiting the generality of the foregoing, the Company agrees that the Lender shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale, for cash, upon credit or for future delivery as the Agent shall deem appropriate. The Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of the Company, and the Company hereby waives (to the extent permitted by law and with respect to such sale) all rights of redemption, stay and appraisal which the Company now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

(b) The Agent shall give the Company 20 days' written notice (which the Company agrees is reasonable notice) of the Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale.

(c) Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Agent may (in its sole and absolute discretion) determine. The Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Agent until the sale price is paid by the purchaser or purchasers thereof, but the Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, the Agent or any Holder may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of the Company (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Agent or such Holder from the Company as a credit against the purchase price, and the Agent may,

upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to the Company therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Agent shall be free to carry out such sale pursuant to such agreement and the Company shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Company shall have entered into such an agreement all Events of Default shall have been remedied and the Indebtedness paid or performed in full. As an alternative to exercising the power of sale herein conferred upon it, the Agent may proceed by a suit or suits at law or in equity to foreclose under this Security Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

(d) For the purpose of enabling the Agent to exercise rights and remedies under this Section 4 at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, to the extent permitted to do so, the Company hereby grants to the Agent a non-exclusive license (such license to be exercisable without payment of royalty or other compensation to the Company, and to be irrevocable until such time as all the Indebtedness shall have been paid or performed in full) to use, license or sub-license any of the Collateral consisting of intellectual property now owned or hereafter acquired by the Company, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, provided that any such use shall not diminish the goodwill associated with and symbolized by the intellectual property. The use of such license by the Agent shall be exercised, at the option of the Agent solely upon the occurrence and during the continuation of an Event of Default and in accordance with this Section 4; provided that any license, sub-license or other transaction entered into by the Agent in accordance herewith shall be binding upon the Company notwithstanding any subsequent cure of an Event of Default.

5. Application of the Proceeds. All proceeds of any sale of the Collateral by the Agent pursuant to paragraph 4 shall be applied as follows:

(a) First, to the payment of all fees and expenses incurred by the Agent in connection with any such sale, including, but not limited to, the expenses of taking, advertising, processing, preparing, and storing the Collateral to be sold, all court costs and reasonable fees of counsel for the Agent in connection therewith, and to the payment of all fees and expenses incurred by the Holders in connection with the exercise of any right or remedy hereunder or under the Secured Notes;

(b) Second, to the payment of accrued interest, if any, on the Secured Notes, to the date of receipt of such proceeds, such payment to be applied ratably and proportionately on all outstanding Secured Notes and Fees on the basis of the principal amount of the outstanding indebtedness represented thereby;

(c) Third, to the payment of the sum of the outstanding principal balance of the Secured Notes and the outstanding aggregate amount of the Fees, such payment to be applied ratably and proportionately on all outstanding Secured Notes on the basis of the principal amount of the

outstanding indebtedness in the case of the Secured Notes, or the outstanding aggregate amount of the Fees, in the case of the Fees; and

(d) Fourth, to the Company.

The Agent shall have absolute discretion as to the time of application of any such proceeds, monies or balances in accordance with this Security Agreement. Upon any sale of the Collateral by the Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of such proceeds by the Agent shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Agent or be answerable in any way for the misapplication thereof.

6. Appointment of Agent.

(a) For convenience and economy in enforcing and carrying out the provisions of this Security Agreement, the Holders agree that the security interest created hereby shall be held in the name of Private Equity Investment Fund V, L.P., as Agent. The Holders hereby appoint Private Equity Investment Fund V, L.P. as their agent (the "Agent") to act on their behalf in connection with the enforcement of this Security Agreement upon an Event of Default. Each Holder further agrees to contribute to the reimbursement of the Agent's expenses proportionately based on the outstanding principal, in the case of the Secured Notes, or the outstanding aggregate amount of the Fees, in the case of the Fees owed to such Holder and to absolve the Agent from liability for any action taken by the Agent in good faith for the benefit of and on behalf of the Holders under this Security Agreement.

(b) The Holders, including each subsequent Holder, by the execution and delivery of this Security Agreement, irrevocably constitute and appoint Agent and its successors and assigns as their true and lawful attorney-in-fact with full power and authority in such Holder's name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices such documents as it deems necessary.

The appointment by the Holders of the Agent, as attorney-in-fact, shall be deemed to be a power coupled with an interest; in recognition of the fact that the Holders will be relying upon the power of the Agent to enforce their rights hereunder, this appointment shall survive and not be affected by the subsequent bankruptcy, death, incapacity, disability, adjudication of incompetence, or dissolution of any such Holder giving such power. The Agent may resign at any time, after which a successor Agent may be appointed with the written consent of the Holders of a Majority-in-Interest of the Holders.

(c) Neither the Agent nor any of its officers, trustees, partners, members, directors, employees, attorneys or agents shall be liable to the Holders for any action taken or omitted by the Agent under or in connection with any of this Security Agreement, the Secured Notes or any related document, except to the extent caused by the Agent's gross negligence or willful misconduct. The Agent shall be entitled to refrain from any act or the taking of any action (including the failure to take an action) in connection this Security Agreement, the Secured Notes or any related document or

from the exercise of any power, discretion or authority vested in it hereunder or thereunder unless and until the Agent shall have received instructions in respect thereof from the Majority-in-Interest of the Holders (or such other Holders as may be required to give such instructions) and, upon receipt of such instructions from the Majority-in-Interest of the Holders (or such other Holders, as the case may be), the Agent shall be entitled to act or (where so instructed) refrain from acting, or to exercise such power, discretion or authority, in accordance with such instructions. Without prejudice to the generality of the foregoing, (i) the Agent shall be entitled to rely, and shall be fully protected in relying, upon any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, and shall be entitled to rely and shall be protected in relying on opinions and judgments of attorneys (who may be attorneys for the Company and its affiliates), accountants, experts and other professional advisors selected by it, and (ii) no Holder shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting under this Security Agreement, the Secured Notes or any related document in accordance with the instructions of the Majority-in-Interest of the Holders (or such other Holders as may be required to give such instructions). The Agent shall be fully justified in failing or refusing to take any action under this Security Agreement, the Secured Notes or any related document which involves discretionary decision making absent express written instructions from the Majority-in-Interest of the Holders with respect thereto.

7. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

8. Miscellaneous.

(a) The Agent may delay exercising, or omit to exercise, any right or remedy under this Security Agreement without waiving that or any part, present or future right or remedy. Neither this Security Agreement, nor any term hereof, may be amended, waived, discharged or terminated except by means of an agreement in writing signed by the Company and a Majority-in-Interest of the Holders. For purposes of this Security Agreement, the term "Majority-in-Interest" shall mean Holders holding more than 50% of the outstanding principal amount of all outstanding Secured Notes.

(b) All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally, by facsimile, or by recognized overnight courier service or five days after deposit, if deposited in the United States mail for mailing by registered or certified mail, postage prepaid, and addressed as follows (or such other address as shall be given in writing by either party to the other):

If to the Agent: Private Equity Investment Fund V, L.P.
At the address set forth on the signature page hereof.

If to the Company: Apprion, Inc.
980 Linda Vista Ave
Mountain View, California 94043

If to a Holder: At the address set forth on the
signature page hereof.

(c) This Security Agreement shall bind and inure to the benefit of the parties, their legal representatives, successors and assigns.

(d) This Security Agreement and its performance shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to the conflicts of law provisions thereof (except to the extent governed by the California Uniform Commercial Code).

(e) This Security Agreement and the security interest created hereby are for the sole and exclusive benefit of the Holders and their assignees and shall not operate to the benefit of any other third party.

(f) All rights of the Agent hereunder, the security interest created hereby and all obligations of the Company hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of any of the Notes, any agreement with respect to any of the Indebtedness or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Indebtedness, or any other amendment or waiver of or any consent to any departure from the Notes or any other agreement or instrument, (c) any exchange, release or nonperfection of any lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Indebtedness, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Company in respect of the Indebtedness or this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this 2015 AMENDED AND RESTATED SECURITY AGREEMENT as of the date first written above.

COMPANY:

APPRION, INC.

By: 
Name: Doug Donzelli
Title: President and Chief Executive Officer

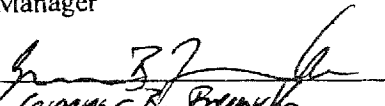
IN WITNESS WHEREOF, the parties hereto have executed this 2015 AMENDED AND RESTATED SECURITY AGREEMENT as of the date first written above.

AGENT:

**PRIVATE EQUITY INVESTMENT
FUND V, L.P.**

By: PEI Managing Partners, V, LLC,
Its General Partner

By: Private Equity Investors, Inc.,
Its Manager

By: 
Name: Thomas D. Breunlich
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this 2015 AMENDED AND RESTATED SECURITY AGREEMENT as of the date first written above.

HOLDERS:

**PRIVATE EQUITY INVESTMENT
FUND IV, L.P.**

By: PEI Managing Partners, IV, LLC,
Its General Partner

By: Private Equity Investors, Inc.,
Its Manager

By: [Signature]
Name: Gunnar D. Fournier
Title: Managing Director

**PRIVATE EQUITY INVESTMENT
FUND V, L.P.**

By: PEI Managing Partners, V, LLC,
Its General Partner

By: Private Equity Investors, Inc.,
Its Manager

By: [Signature]
Name: Gunnar D. Fournier
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have executed this 2015 AMENDED AND RESTATED SECURITY AGREEMENT as of the date first written above.

HOLDERS:

MEDIA TECHNOLOGY VENTURES V (A), L.P.

By: MediaTech Management V, LLC,
General Partner

By: 

Name: Robert R. Ackerman, Jr.

Title: Managing Member

MEDIA TECHNOLOGY VENTURES V (B), L.P.

By: MediaTech Management V, LLC,
General Partner

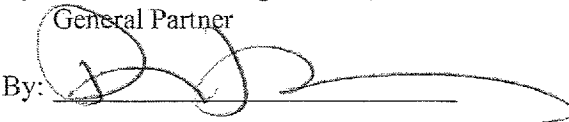
By: 

Name: Robert R. Ackerman, Jr.

Title: Managing Member

**MEDIA TECHNOLOGY ENTREPRENEURS FUND
V, L.P.**

By: MediaTech Management V, LLC,
General Partner

By: 

Name: Robert R. Ackerman, Jr.

Title: Managing Member

EXHIBIT A

All right, title, interest, claims and demands of Company in and to the following property:

(i) All goods and equipment now owned or hereafter acquired, including, without limitation, all laboratory equipment, computer equipment, office equipment, machinery and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions, and improvements to any of the foregoing, wherever located;

(ii) All inventory now owned or hereafter acquired, including, without limitation, all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products including such inventory as is temporarily out of Company's custody or possession or in transit and including any returns upon any accounts or other proceeds, including insurance proceeds, resulting from the sale or disposition of any of the foregoing and any documents of title representing any of the above, and Company's books relating to any of the foregoing;

(iii) All contract rights, general intangibles, and payment intangibles, now owned or hereafter acquired, including, without limitation, all patents, patent rights (and applications and registrations therefor), trademarks and service marks (and applications and registrations therefor), inventions, copyrights, mask works (and applications and registrations therefor), trade names, trade styles, software and computer programs, trade secrets, methods, processes, know how, drawings, specifications, descriptions, and all memoranda, notes, and records with respect to any research and development, goodwill, license agreements, franchise agreements, blueprints, drawings, purchase orders, customer lists, route lists, infringements, claims, computer programs, computer disks, computer tapes, literature, reports, catalogs, design rights, income tax refunds, payments of insurance and rights to payment of any kind and whether in tangible or intangible form or contained on magnetic media readable by machine together with all such magnetic media and all other proprietary rights, moral rights, intellectual property rights and industrial rights now or hereafter held or vested in the Company anywhere in the world, including all rights and causes of action with respect thereto;

(iv) All now existing and hereafter arising accounts, contract rights, royalties, license rights and all other forms of obligations owing to Company arising out of the sale or lease of goods, the licensing of technology or the rendering of services by Company (subject, in each case, to the contractual rights of third parties to require funds received by Company to be expended in a particular manner), whether or not earned by performance, and any and all credit insurance, guaranties, and other security therefor, as well as all merchandise returned to or reclaimed by Company and Company's books relating to any of the foregoing;

(v) All documents, cash, deposit accounts, letters of credit, letter of credit rights, supporting obligations, certificates of deposit, instruments, chattel paper, electronic chattel paper, tangible chattel paper and investment property, including, without limitation, all securities, whether certificated or uncertificated, security entitlements, securities accounts, commodity contracts and commodity accounts, and all financial assets held in any securities account or otherwise, wherever located, now owned or hereafter acquired and Company's books relating to the foregoing; and

(vi) Any and all claims, rights and interests in any of the above and all substitutions for, additions and accessions to and proceeds thereof, including, without limitation, insurance, condemnation, requisition or similar payments and the proceeds thereof.

Schedule A

Box 2: Name and address of receiving party(ies)

The General Partner of Private Equity Investment Fund V, L.P. is PEI Managing Partners V, LLC, a limited liability company organized in Delaware.

Schedule B

Box 4. Application number(s) or registration number(s) and identification or description of the Trademark.

Registration Numbers	Application Numbers
3828813	77456879
3516906	77001727