

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URBAN AIRSHIP, INC.		08/31/2015	CORPORATION: DELAWARE
TELLO, INC.		08/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ORIX VENTURES, LLC		
Street Address:	1717 MAIN STREET, SUITE 1100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3913907	AIRMAIL	
Registration Number:	4259471	GOOD PUSH	
Registration Number:	4073822	RICH PUSH	
Registration Number:	3802525	URBAN AIRSHIP	
Registration Number:	4113198	TELLO	
Registration Number:	4467995	PASSTOOLS	
Registration Number:	3929539	SIMPLEGEO	
CORRESPONDENCE DATA			
Fax Number:	2149326499		
<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:	214-932-6400		
Email:	sshernandez@mcguirewoods.com		
Correspondent Name:	NAM H. HUYNH		
Address Line 1:	2000 MCKINNEY AVENUE, SUITE 1400		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	2067493-0005		
NAME OF SUBMITTER:	Nam H. Huynh		

OP \$190.00 3913907

SIGNATURE:	/Nam H. Huynh/
DATE SIGNED:	09/25/2015
Total Attachments: 10 source=05 Urban Airship IP Security Agreement#page1.tif source=05 Urban Airship IP Security Agreement#page2.tif source=05 Urban Airship IP Security Agreement#page3.tif source=05 Urban Airship IP Security Agreement#page4.tif source=05 Urban Airship IP Security Agreement#page5.tif source=05 Urban Airship IP Security Agreement#page6.tif source=05 Urban Airship IP Security Agreement#page7.tif source=05 Urban Airship IP Security Agreement#page8.tif source=05 Urban Airship IP Security Agreement#page9.tif source=05 Urban Airship IP Security Agreement#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of August 31, 2015 (the "Effective Date") by and among ORIX VENTURES, LLC, a Delaware limited liability company ("Lender"), and URBAN AIRSHIP, INC., a Delaware corporation, and TELLO, INC., a Delaware corporation (each a "Grantor" and collectively, the "Grantors").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantors dated as of the date hereof (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). Lender is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Lender a security interest in all of its Intellectual Property to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Lender a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral. The Collateral includes without limitation all Intellectual Property (including without limitation the Intellectual Property described herein).

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

AGREEMENT

1. To further evidence the security interest granted under the Loan Agreement, each Grantor grants and pledges to Lender a first-priority security interest (subject only to Permitted Liens) in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works 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.

2. Each Grantor represents and warrants that as of the Effective Date (i) listed on Schedule A are all copyrights, software, computer programs, mask works, and other works of authorship owned or controlled by such Grantor which are registered with the United States Copyright Office, (ii) listed on Schedule B hereto are all trademark registrations and pending registrations owned or controlled by such Grantor, and (iii) listed on Schedule C are all patents and patent applications owned or controlled by such Grantor.

3. No Grantor shall, hereafter, register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Lender with at least five (5) days prior written notice thereof, (ii) providing Lender with a copy of the application for any such registration and (iii) executing and filing such other instruments, and taking such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by such Grantor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Lender identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Lender.

4. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender 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 Lender as a matter of law or equity. Each right, power and remedy of Lender 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 Lender 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 Lender, of any or all other rights, powers or remedies.

5. This Agreement may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by the parties hereto. This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of Lender and Grantors shall be governed by, and construed in accordance with the internal laws of the State of New York without regard to conflict of laws principles, provided that Lender shall retain all rights arising under Federal law.

[remainder of page intentionally left blank]

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.

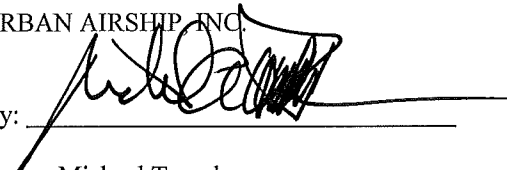
Address of Grantor:

1417 NW Everett St., Suite 300
Portland, OR 97209

Attn: _____

GRANTORS:

URBAN AIRSHIP, INC.

By:  _____

Name: Michael Temple

Title: Chief Financial Officer

TELLO, INC.

By:  _____

Name: Michael Temple

Title: President

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

LENDER:

ORIX VENTURES, LLC

By: _____

Name:

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.

Address of Grantor:

1417 NW Everett St., Suite 300
Portland, OR 97209

Attn: Michael Temple

GRANTORS:

URBAN AIRSHIP, INC.

By: _____

Name: Michael Temple

Title: Chief Financial Officer

TELLO, INC.

By: _____

Name: Michael Temple

Title: Chief Financial Officer

Address of Lender:

1717 Main Street, Suite 1100
Dallas, TX 75201

Attn: General Counsel

LENDER:

ORIX VENTURES, LLC

By:  _____

Name: Jeffrey Bede

Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 005630 FRAME: 0453

SCHEDULE A

Copyrights

Description

Registration Number

Registration Date

None

SCHEDULE B

Patents

<u>Case Number</u>	<u>Case Type</u>	<u>Country</u>	<u>Priority Case Number</u>	<u>Client Name, Client Case Number</u>	<u>Status, Filing Date, App. Serial No.</u>	<u>Pat/Reg No., Issue/Reg Date</u>	<u>Title</u>
URBNP001	US Patent	US		Urban Airship, Inc.(URBN) No Client Case No.	Status: Issued Filed: 6/14/2011 Serial #: 13/160,190	Issued: 10/8/2013 Pat. #: 8,554,855	Title: PUSH NOTIFICATION DELIVERY SYSTEM
URBNP001C1	US Patent	US	URBNP001	Urban Airship, Inc.(URBN) No Client Case No.	Status: Issued Filed: 12/14/2011 Serial #: 13/326,269	Issued: 8/14/2012 Pat. #: 8,244,822	Title: PUSH NOTIFICATION DELIVERY SYSTEM
URBNP001C2	US Patent	US	URBNP001	Urban Airship, Inc.(URBN) No Client Case No.	Status: Issued Filed: 9/6/2013 Serial #: 14/020,427	Issued: 12/9/2014 Pat. #: 8,909,723	Title: PUSH NOTIFICATION DELIVERY SYSTEM
URBNP001C3	US Patent	US	URBNP001	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 11/7/2014 Serial #: 14/536,407	Issued: 3/31/2015 Pat. #: 8,996,637	Title: PUSH NOTIFICATION DELIVERY SYSTEM
URBNP002	US Patent	US		Urban Airship, Inc.(URBN) No Client Case No.	Status: Issued Filed: 6/14/2011 Serial #: 13/160,213	Issued: 10/29/2013 Pat. #: 8,572,263	Title: PUSH GATEWAY SYSTEMS AND METHODS
URBNP002C1	US Patent	US	URBNP002	Urban Airship, Inc.(URBN) No Client Case No.	Status: Issued Filed: 12/14/2011 Serial #: 13/326,294	Issued: 4/16/2013 Pat. #: 8,423,656	Title: PUSH GATEWAY SYSTEMS AND METHODS

URBNP003	US Patent	US		Urban Airship, Inc.(URBN) No Client Case No.	Status: Issued Filed: 6/14/2011 Serial #: 13/160,226	Issued: 5/20/2014 Pat. #: 8,731,523	Title: PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS
URBNP003C1	US Patent	US	URBNP003	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 4/3/2014 Serial #: 14/244,585		Title: PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS
URBNP007	US Patent	US	URBNP007+	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 2/8/2013 Serial #: 13/763,519		Title: PUSH COMPOSER
URBNP007+	US Patent	US		Urban Airship, Inc.(URBN) No Client Case No.	Status: Converted Filed: 2/13/2012 Serial #: 61/598,289		Title: PUSH COMPOSER
URBNP008	US Patent	US	URBNP008+	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 2/8/2013 Serial #: 13/763,541		Title: PUSH REPORTING
URBNP008+	US Patent	US		Urban Airship, Inc.(URBN) No Client Case No.	Status: Converted Filed: 2/13/2012 Serial #: 61/598,290		Title: REPORTING
URBNP009	US Patent	US	URBNP003	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 11/21/2012 Serial #: 13/683,318		Title: PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS
URBNP010	US Patent	US		Urban Airship, Inc.(URBN) No Client Case No.	Status: Issued Filed: 2/8/2013 Serial #: 13/763,559	Issued: 3/17/2015 Pat. #: 8,983,494	Title: PROCESSING LOCATION INFORMATION
URBNP011	US Patent	US		Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 2/8/2013 Serial #: 13/763,567		Title: QUERYING FOR DEVICES BASED ON LOCATION

URBNP012	US Patent	US	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 2/8/2013 Serial #: 13/763,572	Title: USING A POLYGON TO SELECT A GEOLOCATION
URBNP014	US Patent	US	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 2/12/2015 6/25/2014 (priority date) Serial #: 14/621297	Title: INSTANTIATING DIGITAL WALLET ASSETS
URBNP015	US Patent	US	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending Filed: 2/12/2015 6/25/2014 (priority date) Serial #: 14/621300	Title: INSTALLING DIGITAL WALLET ASSETS
URBNP016	US Patent	US	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending 2/12/2015 6/25/2014 (priority date) Serial #: 14/621302	Title: UPDATING DIGITAL WALLET ASSETS
	US Patent	US	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending--provisional Filed: 2/26/2015 Serial #: 62/121,228	Title: DYNAMIC SEGMENTATION, ACTIONS AND INTERACTIVE PUSH
	US Patent	US	Urban Airship, Inc.(URBN) No Client Case No.	Status: Pending--provisional Filed: 3/26/2015 Serial #: 62/138,904	Title: MOBILE EVENT STREAM

US Patent US

Urban Airship,
Inc. (URBN)
No Client Case No.

Status: Pending--
provisional
Filed: 6/11/2015
Serial #: 62/121,280

Title: REAL TIME AUTOMATION

SCHEDULE C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>
AIRMAIL - Application service provider featuring software for use in delivering electronic messages and content from a third party application provider to users of mobile communication devices (Class 42)	3913907
GOOD PUSH - Application service provider featuring software for use in delivering electronic messages and content from a third party application provider to users of mobile communication devices (Class 42)	4259471
RICH PUSH - Application service provider featuring software for use in delivering electronic messages and content from a third party application provider to users of mobile communication devices (Class 42)	4073822
URBAN AIRSHIP - Application service provider featuring software for use in delivering electronic messages and content from a third party software application provider to users of mobile communication devices (Class 42)	3802525
TELLO - Providing information on consumer products and services via the Internet; Providing a web site where users can post ratings, reviews and recommendations on people, products and services for commercial purposes (Class 35)	4113198
PASSTOOLS - Computer software for the development of further software; computer application software for mobile devices, namely, software for gathering, analyzing, and managing loyalty cards, coupons, boarding passes, and tickets; computer software for personal information management, and data synchronization software (Class 9)	4467995
SIMPLEGEO - Application program interface (API) software that enables developers to integrate geographic and location-related data and functionality into websites, software applications, and devices (Class 09). Advertising and promotional services on behalf of others; promotional services, namely, promoting the goods and services of others through the sharing of geographic and location-related data via the Internet and other communications networks; developing and providing marketing programs for advertisers, marketers, and content providers, namely, marketing plan development (Class 35).	3929539
Design and development of computer software and application programming interfaces (API) software; application service provider, namely, providing, hosting, managing, developing, and maintaining applications, software, and databases in the fields of geographic and location-related services in the nature of information about availability and location of various products and services of others organized by geographic location, position information about users of wireless devices, and geographical information systems and GPS data acquisition; remote data management and storage, and wireless delivery of content and data to computers and mobile devices (Class 42)	