

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM358567

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silent Circle, LLC		08/11/2015	LIMITED LIABILITY COMPANY: SAINT KITTS AND NEVIS
Silent Circle Inc.		08/11/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bull Backer, LLC
Street Address:	3949 Maple Ave, Ste 350
City:	Dallas
State/Country:	TEXAS
Postal Code:	75219
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85669165	SILENT CIRCLE
Serial Number:	85870190	SILENT TEXT
Serial Number:	86330587	SILENT CHAT
Serial Number:	86330591	SILENT PHONE
Serial Number:	86397179	B
Serial Number:	86476119	SILENT SPACE
Serial Number:	86478158	SILENT WORLD
Serial Number:	86478164	SILENT SUITE
Serial Number:	86754484	SC
Serial Number:	86754472	SILENT STORE
Serial Number:	86754459	SILENT CIRCLE
Serial Number:	86330596	SILENT MAIL

CORRESPONDENCE DATA

Fax Number: 2142207716

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.

Phone: 214-661-7324

TRADEMARK

Email: sbertino@velaw.com
Correspondent Name: Shannon Bertino
Address Line 1: 2001 Ross Ave, Ste 3700
Address Line 2: c/o Vinson & Elkins LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	KOZ500/58000
NAME OF SUBMITTER:	Shannon Bertino
SIGNATURE:	/Shannon Bertino/
DATE SIGNED:	10/14/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 11, 2015 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by Silent Circle, LLC, a Nevis limited liability company and Silent Circle Inc., a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”) in favor of Bull Backer, LLC (in such capacity, the “Purchaser Representative”) for the Purchasers (as defined in the Note Purchase Agreement referred to below).

WHEREAS, the Grantors have entered into that certain Note Purchase, Guaranty and Security Agreement, dated as of even date herewith (as amended, supplemented, replaced or otherwise modified from time to time, the “Note Purchase Agreement”), with the purchasers party thereto and Bull Backer, LLC, as a purchaser and purchaser representative. Capitalized terms used and not defined herein have the meanings given such terms in the Note Purchase Agreement.

WHEREAS, under the terms of the Note Purchase Agreement, the Grantors have granted a security interest in certain Property, including, without limitation, certain Intellectual Property of the Grantors to the Purchaser Representative for the ratable benefit of the Purchasers, and has agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Purchaser Representative for the ratable benefit of the Purchasers a security interest in and to all of such Grantors’ right, title and interest in and to the following (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantors’ Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 2, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to such Grantor of: (A) any right to use any Trademark or Trade Secret and (B) any right under any Patent, including, without limitation, any right to manufacture, use or sell any invention covered in whole or in part by a Patent, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. After-Acquired Intellectual Property. Each Grantor agrees that, should it obtain an ownership or other interest in any item of Intellectual Property material to such Grantor’s business which is not, as of the date hereof, a part of the Intellectual Property Collateral (the “After-Acquired Intellectual Property”), (i) the provisions of this Intellectual Property Security 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 Intellectual Property

Collateral subject to the terms and conditions of this Intellectual Property Security Agreement with respect thereto, (iii) it shall give notice thereof to the Purchaser Representative, and (iv) it shall, promptly upon Purchaser Representative 's request, provide the Purchaser Representative with a duly executed copy of an After-Acquired Intellectual Property Security Agreement with respect to its After-Acquired Intellectual Property, in form and substance reasonably satisfactory to the Purchase Representative, in order to record the security interest granted herein to the Purchaser Representative for the ratable benefit of the Purchasers with the United States Patent and Trademark Office and the United States Copyright Office.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any rules or principles of conflicts of law that would result in the application of the laws of another state.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Note Purchase Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Note Purchase Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Note Purchase Agreement, the provisions of the Note Purchase Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

SILENT CIRCLE, LLC

By: Michael A. Janke
Name: Michael A. Janke
Title: Manager

SILENT CIRCLE INC.

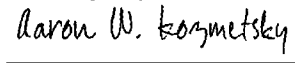
By: Michael A. Janke
Name: Michael A. Janke
Title: Director

[Signature Page to Intellectual Property Security Agreement]

ACKNOWLEDGED AND AGREED TO:

BULL BACKER, LLC, Purchaser Representative

By: ~~ALPHA-KILO, LLC~~, its sole manager

By: 
F865BA7E21CD49E...

Name: Aaron Kozmetsky

Title: Authorized Member

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005644 FRAME: 0907

Schedule 1

TRADEMARKS

Mark	Serial Number	Jurisdiction	Owner	Status
SILENT CIRCLE	13072665	European Community	SC Nevis	Filed
SILENT PHONE	13076295	European Community	SC Nevis	Filed
SILENT TEXT	13076179	European Community	SC Nevis	Filed
SILENT CIRCLE (Class 38)	85669165	United States	SC Inc.	Granted/Registered
SILENT TEXT	85870190	United States	SC Inc.	Granted/Registered
SILENT CHAT	86330587	United States	SC Inc.	Published
SILENT PHONE	86330591	United States	SC Inc.	Published
B STYLIZED	86397179	United States	SGP Tech SA	Filed
B BLACKPHONE & DESIGN	62567/2015	Switzerland	SGP Tech SA	Filed
SILENT SPACE	86476119	United States	SC Inc.	Filed
SILENT WORLD	86478158	United States	SC Inc.	Filed
SILENT SUITE	86478164	United States	SC Inc.	Filed
SILENT MAIL	86578165	Brazil	SC Inc.	Filed
SILENT MAIL	1709983	Canada	SC Inc.	Filed
SILENT MAIL	303261546	Hong Kong	SC Nevis	Filed
SILENT MAIL	A0047478	International Protocol (Madrid)	SC Nevis	Filed
SILENT MAIL	1436009123	Saudi Arabia	SC Nevis	Filed
SILENT MAIL	226559	United Arab Emirates	SC Nevis	Filed
SILENT PHONE	908842082	Brazil	SC Inc.	Filed

SILENT PHONE	1709982	Canada	SC Inc.	Filed
SILENT PHONE	303261537	Hong Kong	SC Inc.	Filed
SILENT PHONE	A0047477	International Protocol (Madrid)	SC Nevis	Filed
SILENT PHONE	138	Jordan	SC Nevis	Filed
SILENT PHONE	143	Saudi Arabia	SC Nevis	Filed
SILENT PHONE	226	United Arab Emirates	SC Nevis	Filed
SC Design	86754484	United States	SC Inc.	Filed
SILENT STORE	86754472	United States	SC Inc.	Filed
SILENT STORE (Class 9, 35, 38, 42)	86754459	United States	SC Inc.	Filed
SILENT MAIL	86330596	United States	SC Nevis	Filed
BLACKPHONE	2987645	India	SGP Tech SA	Filed
SC BLACKPHONE & DESIGN	2987644	India	SGP Tech SA	Filed
SC DESIGN (Class 35, 38, 42)	N/100189 N100190 N100191	Macau	SC Inc.	Filed
SILENT CIRCLE & DESIGN	303427155	Hong Kong	SC Inc.	Filed
SILENT CIRCLE & DESIGN	N-100188	Macau	SC Inc.	Filed
SILENT CIRCLE	303427146	Hong Kong	SC Inc.	Filed
SILENT CIRCLE (Class 09, 35, 38, 42)	N/100184 N/100186 N/100187	Macau	SC Inc.	Filed
SILENT PHONE	N/99511	Macau	SC Inc.	Filed

SILENT SPACE	303435903	Hong Kong	SC Inc.	Filed
SILENT SPACE	A0050926	International Protocol (Madrid)	SC Inc.	Registered
SILENT SPACE	N/100569	Macau	SC Inc.	Filed
SILENT SPACE	198248	Sri Lanka	SC Inc.	Filed
SILENT SUITE	303435895	Hong Kong	SC Inc.	Filed
SILENT SUITE	A0050929	International Protocol (Madrid)	SC Inc.	Registered
SILENT SUITE	N/100571	Macau	SC Inc.	Filed
SILENT SUITE	198250	Sri Lanka	SC Inc.	Filed
SILENT TEXT	A0050098	International Protocol (Madrid)	SC Inc.	Registered
SILENT TEXT	303410595	Hong Kong	SC Inc.	Filed
SILENT TEXT	N/99512	Macau	SC Inc.	Filed
SILENT WORLD	A0050928	International Protocol (Madrid)	SC Inc.	Registered
SILENT WORLD	303435886	Hong Kong	SC Inc.	Filed
SILENT WORLD	N/100570	Macau	SC Inc.	Filed
SILENT WORLD	198249	Sri Lanka	SC Inc.	Filed

Schedule 2

PATENTS

1. Inverse sliding menu for touch interfaces. Owner (SC Nevis). Method to present and use a menu interface having an inverse sliding feature with respect to a touch point position on a menu item. No. 62/056,955, filed Sept. 29, 2014.
2. Account Recovery with a Durable Code. Owner (SC Nevis). The invention relates to the methods, devices, and systems in the field of electronic account recovery and credential recovery by using a durable recovery code. No. 62/082,900. Filed Nov. 21, 2014.
3. Method for Indicating Authentication Decisions in Uniquely Identifiable Computing Devices. Owner (SC Nevis). The invention relates to the field of authentication of computing devices to a local and private network, and signaling of authentication decisions to users. No. 62/161,409, filed May 14, 2015.