

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364179

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nextbit Systems Inc.		12/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinnacle Ventures, L.L.C., as Agent		
<b>Street Address:</b>	1600 El Camino Real, Suite 250		
<b>City:</b>	Menlo Park		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86101679	NEXTBIT	
<b>Serial Number:</b>	86333457		
<b>Serial Number:</b>	86057985	BATON	
<b>Serial Number:</b>	86741291	NEXTBIT	
<b>Serial Number:</b>	86722957	ROBIN	
<b>Serial Number:</b>	86327610	APPCAST	
<b>Serial Number:</b>	86723127		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>			
<b>Phone:</b>	650-461-6125		
<b>Email:</b>	q lu@wsgr.com		
<b>Correspondent Name:</b>	WSGR, c/o Qui Lu, Senior Paralegal		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH2-1 P12		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	30897.079		
<b>NAME OF SUBMITTER:</b>	Qui Lu		
<b>SIGNATURE:</b>	/Qui Lu/		

CH \$190.00 86101679

<b>DATE SIGNED:</b>	12/01/2015
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**Total Attachments: 4**

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GRANT OF SECURITY INTEREST

**TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of December 1, 2015, is executed by NEXBIT SYSTEMS INC., a Delaware corporation ("Debtor"), in favor of PINNACLE VENTURES, L.L.C., as agent ("Secured Party").

A. Reference is made to the Loan and Security Agreement, dated as of the date hereof (the "Security Agreement"), by and among Debtor, Secured Party and the lenders party thereto.

B. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule 1-A and Schedule 1-B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. Schedule 1-A and Schedule 1-B hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Trademarks in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with and to the extent required under the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule 1-A and Schedule 1-B in order to maintain the completeness and accuracy of such schedules.

D. Debtor hereby grants to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: Pinnacle Ventures, L.L.C.  
1600 El Camino Real, Suite 250  
Menlo Park, CA 94025

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

NEXBIT SYSTEMS INC.

By: 

Name: TOM MOSS

Title: CEO

[Signature page to the Trademark Security Agreement]

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Trademark Description</b>	<b>Jurisdiction</b>	<b>APP No.</b>	<b>REG No.</b>
<i>NEXTBIT</i>	AUSTRALIA	1618653	1618653
<i>NEXTBIT</i>	CANADA	1672201	1672201
<i>NEXTBIT</i>	EU	12782041	12782041
<i>NEXTBIT</i>	JP	2014-028482	5686839
<i>NEXTBIT</i>	US	86101679	4739959
<i>SHEEP LOGO</i>	AUSTRALIA	1618645	1618645
<i>SHEEP LOGO</i>	CANADA	1672201	1660982
<i>SHEEP LOGO</i>	EU	12782157	12782157
<i>SHEEP LOGO</i>	JP	2014-028481	5686838
<i>SHEEP LOGO</i>	US	86333457	4740866
<i>BATON</i>	US	86057985	4514299

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

<b>Trademark Description</b>	<b>Jurisdiction</b>	<b>APP No.</b>
<i>NEXTBIT</i>	US	86741291
<i>NEXTBIT</i>	INDIA	2858683
<i>SHEEP LOGO</i>	INDIA	2858684
<i>ROBIN</i>	US	86722957
<i>APPCAST</i>	US	86327610
<i>CLOUD LOGO</i>	US	86723127
<i>BATON</i>	INDIA	2858682