

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364977

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900345183

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CELLWIZE WIRELESS TECHNOLOGIES PTE LTD.		10/26/2015	Private Limited Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	PLENUS III, LIMITED PARTNERSHIP
<b>Street Address:</b>	12 Abba Eben Blvd.
<b>City:</b>	Herzliya Pituach
<b>State/Country:</b>	ISRAEL
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL
<b>Name:</b>	PLENUS III (D.C.M.), LIMITED PARTNERSHIP
<b>Street Address:</b>	12 Abba Eben blvd.
<b>City:</b>	Herzliya Pituach
<b>State/Country:</b>	ISRAEL
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL
<b>Name:</b>	PLENUS III (2), LIMITED PARTNERSHIP
<b>Street Address:</b>	12 Abba Eben blvd.
<b>City:</b>	HERZLIYA PITUACH
<b>State/Country:</b>	ISRAEL
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL
<b>Name:</b>	PLENUS (C.I.), L.P.
<b>Street Address:</b>	12 Abba Eben blvd.
<b>City:</b>	Herzliya Pituach
<b>State/Country:</b>	ISRAEL
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ISRAEL

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4644415	VALUE-DRIVEN SON
<b>Registration Number:</b>	4632131	ELASTIC-SON
<b>Serial Number:</b>	86716203	SONCLOUD

**CORRESPONDENCE DATA****Fax Number:** 2027373528*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:** 2026285197**Email:** ering@browdyneimark.com**Correspondent Name:** Browdy and Neimark, PLLC**Address Line 1:** 1625 K Street, N,W.**Address Line 4:** Washington, D.C. 20006**ATTORNEY DOCKET NUMBER:** COHN.CELLWIZE.TMS**NAME OF SUBMITTER:** Erin D. Geraghty**SIGNATURE:** /Erin D. Geraghty/**DATE SIGNED:** 12/08/2015**Total Attachments: 4**

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## U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”) dated November 23, 2015, is made by (i) **Cellwize Wireless Technologies Pte Ltd.** (the “**Grantor**”), a company organized under the laws of the Republic of Singapore (with registered number 201301184K), with offices located at 8 Shenton Way #05-02 AXA Tower, Singapore 068811, and (ii) and the entities identified in the signature page below, with offices located at 12 Abba Eben Blvd., Herzliya Pituach, Israel (collectively, “**Plenus**”), all of which shall be represented exclusively hereunder by Plenus Management III 2007 Ltd. (collectively, “**Plenus Management**”).

WHEREAS, Grantor and Plenus have entered into that certain Financing Agreement dated October 26, 2015 (the agreement, as may be amended from time to time, the “**Credit Agreement**”), to which a Floating Charge Agreement (the “**Floating Charge Agreement**”) and a Fixed Charge Agreement (the “**Fixed Charge Agreement**”), executed by the Grantor and Plenus, were attached as exhibits; and

WHEREAS, under the terms of the Floating Charge Agreement, Grantor has agreed, among other things, to create a floating charge on the intellectual property of Grantor for the benefit of Plenus and under the Fixed Charge Agreement, a fixed charge on the intellectual property of Grantor for the benefit of Plenus, and in addition to the creation of the charges pursuant to the Fixed Charge Agreement and the Floating Charge Agreement, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities (if and to the extent required) on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

1. **General.** The Preamble to this Agreement constitutes a part hereof. All capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Credit Agreement.
2. **Grant of Security.** Subject to, and without derogating from, the provisions of the Floating Charge Agreement and the Fixed Charge Agreement (collectively, the “**Charge Agreements**”), Grantor hereby grant to Plenus a security interest in and to all of such Grantor’s right, title and interest (as set forth in the Charge Agreements) and to the following (the “**Collateral**”):
  - 2.1. all current and future United States patents and pending applications therefore owned by the Grantor, including but not limited to the patents and patent applications, set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Patents**”);
  - 2.2. all current and future United States trademarks and service marks and pending applications thereof owned by the Grantor, including but not limited to the trademarks and service marks and trademarks and service marks applications, set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “**Trademarks**”);
  - 2.3. any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents or Trademarks, with the right,

but not the obligation, to sue for and collect, or otherwise recover, such damages; and

2.4. any and all proceeds of the foregoing.

Section 2A. Termination. This IP Security Agreement shall terminate upon repayment in full of all amounts due to the Lenders pursuant to the Credit Agreements and the Charge Agreement in accordance with the provisions of the Credit Agreement and the termination of the Credit Agreement. Upon such termination, Plenus Management shall promptly execute any and all documents reasonably required by the Grantor in order to remove the charges and liens created pursuant to this IP Security Agreement and this IP Security Agreement shall expire.

Section 3. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all money and liabilities owed or incurred now or hereafter existing under the Credit Agreement and the Charge Agreements.

Section 4. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

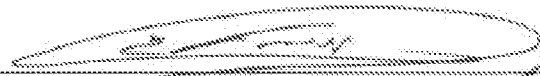
Section 5. Execution of Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

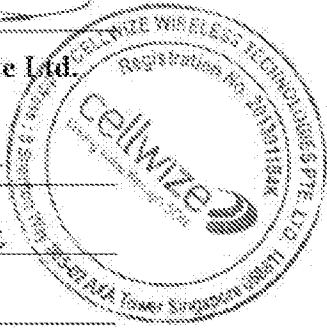
Section 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the Charge Agreements. The Grantor hereby acknowledges and confirms that the grant of the Security Interest hereunder to, and the rights and remedies of, Plenus with respect to the Collateral are more fully set forth in the Credit Agreement and/or the Charge Agreements, as applicable and in the event of any contradiction between this IP Security Agreement and the Credit Agreement or the Charge Agreements, the provisions of the Credit Agreement or the Charge Agreements (as the case may be) will prevail.

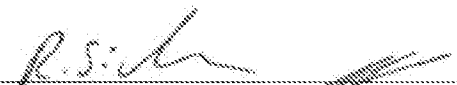
Section 7. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement, shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Grantor and Plenus have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

  
 Cellwize Wireless Technologies Pte Ltd.  
 By: Michael Goldberg  
 Title: Director of Finance



  
 Plenus III, Limited Partnership  
 and  
 Plenus III (D.C.M), Limited Partnership  
 and  
 Plenus III (2), Limited Partnership  
 and  
 Plenus III (C.I), LP

By: PLENUS MANAGEMENT III 2007 LTD.  
 By: Shlomo Karako  
Ruthie Simha  
 Title: Authorized Signatory

SCHEDULE A

**Patents and Patent Applications**

U.S Patent Application No. 14/534,455

U.S Patent Application No. 14/742,978

**Trademarks**

U.S Trademark Registration No. 4644415

U.S Trademark Registration No. 4632131

U.S Trademark Application No. 86716203