

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368003

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proximity, Inc.		11/13/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aeris Capital Archer, L.P.		
Street Address:	2465 E. Bayshore Road, Suite 300		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	CORPORATION: CAYMAN ISLANDS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77278069	PROXIMETRY	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<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:	858-677-1400		
Email:	susan.reynholds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	4365 Executive Drive, Suite 1100		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	367275-19		
NAME OF SUBMITTER:	Troy Zander		
SIGNATURE:	/s/ Troy Zander		
DATE SIGNED:	01/05/2016		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 13, 2015, by and between AERIS CAPITAL ARCHER, L.P., in its capacity as collateral agent (“Collateral Agent”) for the secured parties (“Secured Parties”) signatory to the Security Agreement dated as of November 13, 2015 (“General Security Agreement”) among the Collateral Agent, the Secured Parties, and PROXIMETRY, INC., a Delaware corporation (“Grantor”).

RECITALS

A. The Secured Parties have made certain advances of money and financial accommodations to Grantor in the amounts and manner set forth in the Security Agreement, the Aeris Loan, and the Loans, as each of these terms is defined in the General Security Agreement. The Aeris Loan and the Loans are referred to collectively herein as the “Loan Agreements.”

B. Pursuant to the terms of the Loan Agreements and the General Security Agreement, Grantor has granted to Collateral Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the General Security Agreement). Because the Collateral includes intellectual property, including Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) the parties are entering into this Agreement to set forth with greater specificity the rights and interests of Grantor in intellectual property that are included within the scope of the security interest that Grantor has granted to Collateral Agent. Accordingly, the terms of this Agreement shall supplement, but not replace, the terms of the General Security Agreement.

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

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreements, Grantor grants and pledges to Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Collateral Agent.

3. Authorization. Grantor hereby authorizes Collateral Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreements and the General Security Agreement, the terms of which are hereby incorporated by reference. The rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are in addition to those provided by the Loan Agreements and the General Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

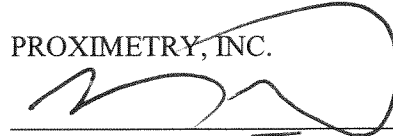
6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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.

GRANTOR:

PROXIMETRY, INC.



By: Tracy R. Trent

Title: CEO

COLLATERAL AGENT:

AERIS CAPITAL ARCHER, L.P.

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

-none-

EXHIBIT B

Patents

<u>Docket</u>	<u>Title</u>	<u>Filing Date</u>	<u>Application Number</u>	<u>Patent Number</u>
0907.013.010	Preparing a Telecommunication Network for Providing Services	03/19/2012	13/424,145	8,699,962
0907.013.011	Updating Provisioning Information Provided by a Client	02/17/2014	14182170	
0907.013.050	Preparing a Telecommunication Network for Providing Services	05/10/2012	EP12167586.2	
0907.019.050	Using Quality of Service to Provide Symbol Fair Scheduling			
0907.020.010	Controlling Data Transfer Responsive to a Management Request	11/21/2013	14/086,189	
0907.020.011	Controlling Data Transfer Responsive to a Management Request	11/21/2013	14/086,228	
0907.020.012	Controlling Data Transfer Responsive to a Management Request	11/21/2013	14/086,252	
0907.022.010	Topology Aware Data Multicast	01/30/2014	14/168,841	
0907.022.EP0	Topology Aware Data Multicast	05/10/2012	EP12167586.2	

EXHIBIT C

Trademarks

Description

Registration/
Application
Number

Registration/
Application
Date

PROXIMETRY

US 77278069

09/17/2007

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

-none-