

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRADLEPOINT, INC.		02/08/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	406 Blackwell Street		
Internal Address:	Suite 240		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	State Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77221798	WIPIPE	
Serial Number:	86162498	CRADLEPOINT	
Serial Number:	86238566	ENTERPRISE CLOUD MANAGER	
CORRESPONDENCE DATA			
Fax Number:	9193541278		
<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:	919-314-3086		
Email:	loandocsdept@square1bank.com		
Correspondent Name:	Pacific Western Bank		
Address Line 1:	406 Blackwell Street		
Address Line 2:	Suite 240		
Address Line 4:	Durham, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLASNANCE/CCD		
DATE SIGNED:	02/10/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 8, 2016 by and between PACIFIC WESTERN BANK ("*Bank*") and CRADLEPOINT, INC., a Delaware corporation ("*Grantor*").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "*Loans*") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (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).

B. Extension of credit by the Bank pursuant to the Loan Agreement is subject to the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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.

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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure all of its present and future indebtedness, liabilities and obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits 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 (collectively, "*Intellectual Property Collateral*").

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

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights of Grantor which are registered with or subject to an application filed with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

SIGNATURE PAGE FOLLOWS

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.

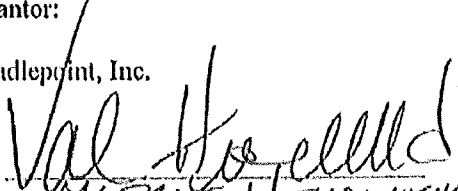
Grantor:

Cradlepoint, Inc.

By

Name

Title


VAL HEUSINKVELD
CFO

Address of Grantor:

1111 W. Jefferson Street, Suite 400
Boise, Idaho 83702

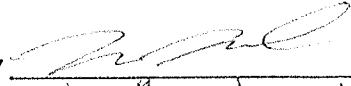
Bank:

PACIFIC WESTERN BANK

By

Name

Title


Jonathan Jarmul
VP

Address of Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Documentation Department

[Signature Page—Intellectual Property Security Agreement (Parent)]

EXHIBIT A
COPYRIGHTS

Description	Registration Number	Registration Date
None		

EXHIBIT B

PATENTS

Description	Registration OR Serial Number	Registration OR Filing Date
HANSET CRADLE	7764784	9/8/2004
EMBEDDED DNS	7962569	2/12/2007
Initiating Router Functions	8644272	7/14/2008
MULTIPURPOSE INDICATOR LIGHTS	8421637	7/14/2008
COMMUNICATING NETWORK STATUS	8477639	1/8/2009
AUTOMATED ACCESS OF AN ENHANCED COMMAND SET	8249052	1/8/2009
SECURITY ENCLOSURE FOR A ROUTER	8480761	11/30/2010
HOTSPOT COMMUNICATION LIMITER	11/673,956	2/12/2007
Initiating Router Functions	2730490	9/18/2008
MULTIPURPOSE INDICATOR LIGHTS	2730486	9/18/2008
MULTIPURPOSE INDICATOR LIGHTS	13/863,187	4/15/2013
Collecting Individualized Network Usage Data	2730483	9/18/2008
SYSTEM AND METHOD FOR COLLECTING INDIVIDUALIZED NETWORK USAGE DATA IN A PERSONAL HOTSPOT WIRELESS NETWORK.	12/172,885	7/14/2008
CONFIGURING A WIRELESS ROUTER	12/270,419	11/13/2008
COMMUNICATING NETWORK STATUS	13/735,848	1/7/2013
APPLICATION INSTALLATION	12/350,405	1/8/2009
SELECTING A DATA PATH	12/350,407	1/8/2009
DATA PATH SWITCHING	12/350,460	1/8/2009
DATA PLAN ACTIVATION AND MODIFICATION	12/351,502	1/9/2009
GATHERING DATA ON CELLULAR DATA COMMUNICATION CHARACTERISTICS	2723155	12/2/2010
GATHERING DATA ON CELLULAR DATA COMMUNICATION CHARACTERISTICS	12/957,139	11/30/2010
SYSTEM TO CONFIGURE AND MANAGE ROUTERS THROUGH WIRELESS COMMUNICATION	2723660	12/3/2010
SYSTEM TO CONFIGURE AND MANAGE ROUTERS THROUGH WIRELESS COMMUNICATION	12/958,973	12/2/2010
SECURITY ENCLOSURE FOR A ROUTER	2723524	12/2/2010
SECURITY ENCLOSURE FOR A ROUTER	13/936,716	7/8/2013
ROUTER COLLABORATION	2723657	12/3/2010
ROUTER COLLABORATION	12/959,003	12/2/2010
HOTSPOT COMMUNICATION LIMITER	PCT/US2007/062079	2/13/2007
Initiating Router Functions	PCT/US2008/076836	9/18/2008
MULTIPURPOSE INDICATOR LIGHTS	PCT/US2008/076833	9/18/2008
Collecting Individualized Network Usage Data	PCT/US2008/076831	9/18/2008
Router Device	61/144025	1/12/2009
GATHERING DATA ON CELLULAR DATA COMMUNICATION CHARACTERISTICS	61/266913	12/4/2009
SYSTEM TO CONFIGURE AND MANAGE ROUTERS THROUGH WIRELESS COMMUNICATION	61/266935	12/4/2009
SECURITY ENCLOSURE FOR A ROUTER	61/266942	12/4/2009
ROUTER COLLABORATION	61/266949	12/4/2009
MC100W (Modem Cap) Technology	61467913	3/25/2011
System To Configure And Manage Routers Through Wireless Communication	14/608,069	01/28/2015

EXHIBIT C
TRADEMARKS

Description	Registration/ Application Number	Registration/ Application Date
WIPIPE	77221798	5/20/2008
CRADLEPOINT	86162498	9/23/2014
ENTERPRISE CLOUD MANAGER	86238566	12/2/2014