

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383449

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|---|-----------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ALTAMIRA TECHNOLOGIES CORPORATION | | 05/06/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | WESTERN ALLIANCE BANK | | |
| Street Address: | 55 ALMADEN BLVD., SUITE 100 | | |
| City: | SAN JOSE | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 95113 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4860230 | LUMIFY | |
| Registration Number: | 4881293 | LUMIFY | |
| Registration Number: | 4881291 | LUMIFY | |
| Registration Number: | 4898936 | A ALTAMIRA | |
| Registration Number: | 4646002 | A ALTAMIRA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6506440520 | | |
| <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: | 6506483802 | | |
| Email: | PATTY@PATTYCHENG.COM | | |
| Correspondent Name: | PATTY CHENG | | |
| Address Line 1: | 2625 Middlefield Rd., #215 | | |
| Address Line 4: | Palo Alto, CALIFORNIA 94306 | | |
| NAME OF SUBMITTER: | PATTY CHENG | | |
| SIGNATURE: | /s/ Patty Cheng | | |
| DATE SIGNED: | 05/06/2016 | | |
| Total Attachments: 9 | | | |
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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 6, 2016 (the "Agreement") between ALTAMIRA TECHNOLOGIES CORPORATION, a Delaware corporation and successor in interest to Invertix Corporation, Invertix International, Inc., Near Infinity Corporation, and NIC Labs LLC ("Grantor"), and WESTERN ALLIANCE BANK, as successor in interest to Bridge Bank, National Association ("Lender") is made with reference to the Loan and Security Agreement, dated as of July 2, 2014 and as amended from time to time between Lender and Grantor (the "Loan Agreement"), and that certain Intellectual Property Security Agreement dated July 2, 2014 between Lender and Grantor (the "Original IPSA"). Terms defined in the Loan Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

This Agreement hereby amends and restates in its entirety, without novation, the Original IPSA.

To secure the Obligations under the Loan Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work of 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 (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) 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 (collectively, the "Trademarks"), including the Trademarks described in Exhibit B, but excluding any intent to use ("Intent to Use Applications") for which a statement of use has not been filed (only until such statement is filed);

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, 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 Lender of any one or more of such

rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ALTAMIRA TECHNOLOGIES CORPORATION

LENDER:

WESTERN ALLIANCE BANK

By: Bryan Judd

By: _____

Name: BRYAN JUDD

Name: _____

Title: CFO

Title: _____

Address for Notices:

8201 Greensboro Drive, Suite 800
McLean, VA 22101
Attn: Bryan Judd, CFO

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

ALTAMIRA TECHNOLOGIES CORPORATION

By: _____

Name: _____

Title: _____

Address for Notices:

8201 Greensboro Drive, Suite 800
McLean, VA 22101
Attn: Bryan Judd, CFO

LENDER:

WESTERN ALLIANCE BANK

By:  _____

Name: Joseph Holmes Deque

Title: Vice President

Address for Notices:

55 Almaden Boulevard, Suite 100
San Jose, California 95113
Attn: Note Department
Fax: (408) 282-1681

EXHIBIT A

COPYRIGHTS


Please Check if No Copyrights Exist



| <u>Type of Work:</u> | <u>Title:</u> | <u>International Standard Serial Number (ISSN):</u> | <u>Registration Number:</u> | <u>Filing Date:</u> | <u>Pre - registered?</u> |
|----------------------|---------------|---|-----------------------------|---------------------|--------------------------|
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EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

| Mark | Serial # | Summary | Filed Date | Reg # | Reg Date |
|---|----------|---|-------------|---------|-------------|
| IQ | 85286302 | IC 009. US 021 023 026 036 038. G & S: Antennas. FIRST USE: 20110324. FIRST USE IN COMMERCE: 20110324 | 25-Apr-2011 | 4176688 | 17-Jul-2012 |
| Inversion Framework | 85304069 | IC 042. US 100 101. G & S: Providing virtual computer systems and virtual computer environments through cloud computing. FIRST USE: 20110404. FIRST USE IN COMMERCE: 20131101 | 25-Apr-2011 | 4451716 | 17-Dec-2013 |
| IF | 85324295 | IC 042. US 100 101. G & S: Providing virtual computer systems and virtual computer environments through cloud computing. FIRST USE: 20110404. FIRST USE IN COMMERCE: 20131018 | 18-May-2011 | 4455422 | 24-Dec-2013 |
| Invertix  | 75629976 | IC 038. US 100 101 104. G & S: Quality of service tools, namely, computer hardware and computer software for operating and enhancing telecommunications networks. FIRST USE: 19970925. FIRST USE IN COMMERCE: 19970925 | 2-Feb-1999 | 2382475 | 5-Sep-2000 |
| mNet | 78832247 | IC 009. US 021 023 026 036 038. G & S: Computer software, namely, software development tools for the creation of mobile internet applications and client interfaces. FIRST USE: 20030430. FIRST USE IN COMMERCE: 20030430 | 8-Mar-2006 | 3193872 | 2-Jan-2007 |

| Mark | Serial # | Summary | Filed Date | Reg # | Reg Date |
|---|----------|--|-------------|---------|-----------|
| NEAR INFINITY | 76597302 | IC 042. US 100 101. G & S: Computer software development and consulting services, namely development of fine-grained auditing software for securing distributed, object-oriented applications deployed to the a computer software platform, and software consulting services related thereto. FIRST USE: 20020801. FIRST USE IN COMMERCE: 20020801 | 15-Jun-04 | 3033605 | 27-Dec-05 |
| Altamira  | 85960743 | IC 042. US 100 101. G & S: Consulting in the field of information technology; Consulting in the field of telecommunications technology; Design and development of computer hardware and software Intent to Use | 14-Jun-2013 | | |
| Altamira  | 85960741 | IC 009. US 021 023 026 036 038. G & S: Antennas; Electric or electronic sensors for collecting, processing, and disseminating ISR (intelligence, surveillance, and reconnaissance) data Intent to Use | 14-Jun-2013 | | |
| Altamira | 85927443 | IC 009. US 021 023 026 036 038. G & S: Antennas; Electric or electronic sensors for collecting, processing, and disseminating ISR (intelligence, surveillance, and reconnaissance) data Intent to Use | 9-May-2013 | | |

| Mark | Serial # | Summary | Filed Date | Reg # | Reg Date |
|-------------------|-----------------|---|----------------------|----------------|----------------------|
| Altamira | 85927426 | IC 042. US 100 101. G & S: Consulting in the field of information technology; Consulting in the field of telecommunications technology Intent to Use | 9-May-2013 | | |
| LUMIFY | 86065725 | | Sep. 16, 2013 | 4860230 | Nov. 24, 2015 |
| LUMIFY | 86649881 | | June 3, 2015 | 4881293 | Jan. 5, 2016 |
| LUMIFY | 86649868 | | June 3, 2015 | 4881291 | Jan. 5, 2016 |
| A ALTAMIRA | 85960753 | | June 14,-2013 | 4898936 | Feb. 9, 2016 |
| A ALTAMIRA | 85960748 | | June 14,-2013 | 4646002 | Nov. 25, 2014 |

EXHIBIT C

PATENTS

Please Check if No Patents Exist

| Title | Application Number | Application Date | Patent Number | Issue Date |
|---|--------------------|----------------------|------------------|----------------------|
| Wireless Telephone Network Optimization | | | 6,940,838 | 6-Sep-05 |
| Method and Apparatus for Sharing Mobile User Event Information Between Wireless Networks and Fixed IP Networks | | | 6,839,554 | 4-Jan-05 |
| Method and Apparatus for Sharing Mobile User Event Information Between Wireless Networks and Fixed IP Networks | | | 6,668,167 | 23-Dec-03 |
| A System and Method for Modulating a Signal at an Antenna | 12/277901 | 25-Nov-2008 | 8,340,197 | 25-Dec-12 |
| A System and Method for Spreading and De- Spreading a Signal at an Antenna | 12/725,721 | 17-Mar-2010 | 8,457,251 | 4-Jun-2013 |
| A System and Method for Arbitrary Phase and Amplitude Modulation in an Antenna | 12/725,773 | 17-Mar-2010 | 8,411,794 | 2-April-2013 |
| A System and Method for Electronically Steering an Antenna | 12/725,826 | 17-Mar-10 | 8,391,376 | 5-March-2013 |
| Systems and Methods for Sentence Comparison and Sentence-Based Search | 13/543,626 | 6-Jul-2012 | 9,176,949 | |
| Unidirectional Sampling Mixer | 13/718,692 | 18-Dec-2012 | | |
| Unidirectional Sampling Mixer | 14/309,449 | 19-June-2014 | 8,977,225 | Mar. 10, 2015 |
| Adaptive mode optimizer and mode shifter | 13/777,610 | 26-Feb-2013 | 9,112,589 | Aug. 18, 2015 |
| Monitoring and reporting of communications line traffic information | 09/745,117 | Dec. 21, 2000 | | |
| Use of presence and location information concerning wireless subscribers for instant messaging and mobile commerce | 09/810,114 | Mar. 16, 2001 | | |
| Method and system for interconnecting remote intelligent devices with a network | 09/885,668 | June 20, 2001 | | |
| System and method for providing location information concerning wireless handsets via the internet | 10/076,814 | Feb. 15, 2002 | | |