

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spectralink Corporation		04/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2994870	SPECTRALINK	
Registration Number:	1851886	SPECTRALINK	
Registration Number:	4525202		
Serial Number:	86113930	PIVOT	
Serial Number:	86586557	PIVOT:S	
CORRESPONDENCE DATA			
Fax Number:	3032238096		
<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:	3032231296		
Email:	khigginbotham@bhfs.com		
Correspondent Name:	Kacey L. Higginbotham		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	018667.0002		
NAME OF SUBMITTER:	Kacey L. Higginbotham		
SIGNATURE:	/kaceylhigginbotham/		
DATE SIGNED:	05/04/2016		
Total Attachments: 8			

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**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES PATENTS AND TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of April 28, 2016, is made between (i) SPECTRALINK CORPORATION, a Delaware corporation ("Borrower" and the "Assignor"), and (ii) THE PRIVATEBANK AND TRUST COMPANY, as administrative agent for itself and all Lenders party to the Credit Agreement (as hereafter defined) (in such capacity, "Administrative Agent").

WHEREAS, Borrower, Mobile Devices Holdings, LLC, a Delaware limited liability company, the Lenders and Administrative Agent have entered into a Credit Agreement dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to provide financing to Borrower; and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), each Assignor has granted to Administrative Agent, for the benefit of the Lenders, a security interest in all of such Assignor's present and future assets, including the intellectual property identified below. To secure the full and complete payment of the Obligations and to supplement such security interest in such intellectual property pursuant to the Guaranty and Collateral Agreement, each Assignor is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. Subject to the terms and conditions of the Guaranty and Collateral Agreement, as security for the payment and performance of the Obligations, each Assignor hereby grants, assigns and conveys to the Administrative Agent (for the benefit of the Lenders), a security interest in all of such Assignor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which such Assignor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all United States patents and patent applications, all licenses relating to any of the foregoing and all income and royalties with respect to any license (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all United States state (including common law) and federal trademarks, service marks and trade names, and applications for registration of such trademarks, service

marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and registrations as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by such Assignor connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Administrative Agent is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Each Assignor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Guaranty and Collateral Agreement.

3. Supplement to Guaranty and Collateral Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Guaranty and Collateral Agreement. The rights and remedies of the Administrative Agent with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If any Assignor shall obtain rights to any new domestic trademarks, any new patentable inventions or become entitled to the benefit of any domestic patent application or patent for any reissue, division, or continuation, of any domestic patent, the provisions of this Agreement shall automatically apply thereto. Without limiting any Assignor's obligation under this Section 4, each Assignor authorizes the Administrative Agent to modify this Agreement by amending Schedules A or B to include any such new domestic patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Administrative Agent, each Assignor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent

and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure such Assignor's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the security interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Assignors.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Assignors, the Administrative Agent and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Governing Law. Section 15.8 (*Governing Law*) of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*.

8. Entire Agreement. Section 15.12 (*Entire Agreement*) of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*.

9. Severability. Section 15.10 (*Severability*) of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*.

10. Counterparts. Section 15.13 (*Counterparts*) of the Credit Agreement is hereby incorporated by reference *mutatis mutandis*.

11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Guaranty and Collateral Agreement, the provision contained in the Guaranty and Collateral Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

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

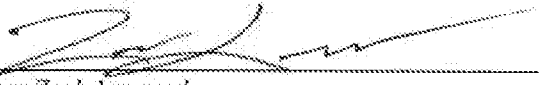
ASSIGNORS:

SPECTRALINK CORPORATION

By: Cassandra Hofmann
Name: Cassandra Hofmann
Title: Chief Financial Officer

ADMINISTRATIVE AGENT:

THE PRIVATEBANK AND TRUST COMPANY

By: 
Name: Zach Leonard
Title: Managing Director

SCHEDULE A

Issued U.S. Patents of the Assignors

Title	Country	Application No./ Filing Date	Patent No./ Issue Date	Owner
Method for determining DFS channel availability in a wireless LAN	United States	11/513763 / 8/31/2006	7813744 10/12/2010	Spectralink Corporation
Method of conducting a communications session using incorrect timestamps	United States	11/591646 / 11/1/2006	7769054 8/3/2010	Spectralink Corporation
Method of conducting an audio communications session using incorrect timestamps	United States	11/603848 / 11/22/2006	7626942 12/1/2009	Spectralink Corporation
Apparatus & method for enhanced quality of service in a wireless communications network	United States	11/394424 / 3/31/2006	7616616 11/10/2009	Spectralink Corporation
Method for actively synchronizing U-APSD service periods	United States	11/591645 / 11/1/2006	7545786 6/9/2009	Spectralink Corporation
Method and apparatus for broadcasting software update information to mobile phones over a wireless communications network	United States	11/405932 / 4/18/2006	7542759 6/2/2009	Spectralink Corporation
Wireless telephone handset	United States	29/256818 / 3/24/2006	D538253 3/13/2007	Spectralink Corporation
Enhanced wireless telephone handset	United States	29/256819 / 3/24/2006	D539779 4/3/2007	Spectralink Corporation
Control system and associated method for coordinating isochronous devices accessing a wireless network	United States	09/454137 / 12/3/1999	6496499 12/17/2002	Spectralink Corporation
Method for synchronizing U-APSD trigger frames	United States	11/717401 / 3/13/2007	9020547 4/28/2015	Spectralink Corporation
Handoff method in a wireless LAN in the presence of a radar signal	United States	11/503002 / 8/11/2006	8223715 7/17/2012	Spectralink Corporation
Track ceiling clip apparatus	United States	11/811837 / 6/12/2007	8453988 6/4/2013	Spectralink Corporation
Wireless Handset	United States	29/457407 / 6/10/2013	D723494 3/3/2015	Spectralink Corporation
Direct-Sequence Spread-Spectrum Digital Signal Acquisition and Tracking System and Method ¹	United States	07/709691 6/3/1991	5177765 1/5/1993	Spectralink Corporation
Digital Clock Timing Generation in a Spread-	United States	07/709600 6/3/1991	5177766 1/5/1993	Spectralink Corporation

¹ NTD: Expired on 6/3/2011.

Spectrum Digital Communication System ²				
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Pending U.S. Patent Applications of the Assignors

Title	Country	Application No./ Filing Date
Handset Clip	United States	29/550109 / 12/30/2015
Handset	United States	29/532656 / 7/9/2015
Distributed Configuration Management System and Method	United States	14/466811 / 8/22/2014

² NTD: Expired on 6/3/2011

SCHEDULE B

U.S. Trademarks of the Assignors

Mark	Registration Number	Registration Date	Registrant/Applicant (Current Owner)
SPECTRALINK	2,994,870	09/13/2005	Spectralink Corporation
SPECTRALINK	1,851,886	08/30/1994	Spectralink Corporation
KNOT DESIGN 	4,525,202	5/6/2014	Spectralink Corporation

Pending U.S. Trademark Applications of the Assignors

Mark	Application No.	Application Date	Owner
PIVOT	86/113,930	11/8/2013	Spectralink Corporation
PIVOT:S	86/586,557	4/3/2015	Spectralink Corporation