

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantenna Communications, Inc.		05/18/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	2400 Hanover Street		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94304		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4583010	QUANTENNA	
Serial Number:	86514288	TRUE STREAM	
Serial Number:	86514381	TRUE 8X8	
Serial Number:	86514352	FULL 11AC	
Serial Number:	86514415	SUPERDFS	
Serial Number:	86514546	MAUI	
Serial Number:	86534331	CLOUDTECHNICIAN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	(917) 816-0320		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Brandon Parker		
Address Line 1:	1025 Vermont Avenue, NW, Suite 1130		
Address Line 2:	National Corporate Research, LTD.		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Laura A. Kenerson		
SIGNATURE:	/Laura A. Kenerson/		

OP \$190.00 4583010

DATE SIGNED:

05/19/2016

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of May 17, 2016, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 2400 Hanover Street, Palo Alto, California 94304 ("Bank") and QUANTENNA COMMUNICATIONS, INC., a Delaware corporation, with its principal place of business located at 3450 West Warren Avenue, Fremont, California 94538 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in (a) that certain Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Senior Loan Agreement") and (b) that certain Mezzanine Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified, supplemented or restated from time to time, the "Mezzanine Loan Agreement" and together with the Senior Loan Agreement, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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 (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 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, 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 Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. 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.

5. 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.

6. 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).

[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:

QUANTENNA COMMUNICATIONS, INC.

By: *Ph Marshall*

Title: *CFO*

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

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:

QUANTENNA COMMUNICATIONS, INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: Bruce Gerber

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

Registration/ Application Number
9,252,990
8,462,751
9,107,090
8,964,605
9,071,299
9,071,972
9,231,671
9,078,142
9,088,962
8,750,157
9,078,153
8,063,839
8,073,073
8,090,374
8,091,012
8,064,835
8,446,998
8,483,297
8,111,790
8,407,551
8,180,304
8,619,887
8,090,060
8,031,101
8,305,921
8,223,802
8,755,455
8,358,588
8,937,884
8,599,780
8,902,769
8,767,657
8,432,826
8,634,434
9,331,883
9,332,554
62/062,915
14/464,698
61/868,083
61/521,830
61/422,610

Registration/ Application Number
15/063,491
62/128,596
14/612,293
14/701,495
62/986,365
14/846,719
62/046,704
14/540,013
61/903,146
14/929,331
62/073,604
61/867,564
14/806,610
62/028,032
14/324,043
61/842,534
13/317,275
61/392,394
61/812,178
14/817,195
62/032,615
14/741,419
14/740,536
14/338,340
61/857,197
14/624,546
61/940,424
12/840,252
14/726,518
15/062,191
62/128,651
15/047,610
13/374,131
61/421,830

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
QUANTENNA	4,583,010	08/12/2014
TRUE STREAM	86/514,288	01/26/2015
TRUE 8x8	86/514,381	01/26/2015
FULL 11ac	86/514,352	01/26/2015
SUPERDFS	86/514,415	01/26/2015
MAUI	86/514,546	01/26/2015
CLOUDTECHNICIAN	86/534,331	02/13/2015

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.