

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaazing Corporation		04/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	US VC PARTNERS, L.P.		
Street Address:	900 THIRD AVENUE		
Internal Address:	19TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3890532	K	
Registration Number:	3740599	KAAZING	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	06/15/2016		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 28, 2016 by and among US VC PARTNERS, L.P., a Delaware limited partnership ("US VC Partners"), and the other secured parties from time to time party hereto (together with US VC Partners, individually, each a "Grantee" and collectively, the "Grantees") and KAAZING CORPORATION, a Delaware corporation ("Grantor").

RECITALS

A. Grantees have agreed to purchase certain promissory notes (the "Notes") and to extend certain financial accommodation to Grantor in the amounts and manner set forth in that certain Note Purchase Agreement by and between Grantees and Grantor dated as of March 28, 2016 (as the same may be amended, modified or supplemented from time to time, the "Note Purchase Agreement"; capitalized terms used herein are used as defined in the Note Purchase Agreement). In connection with the Note Purchase Agreement, Grantor and Grantees entered into that certain Amended and Restated Security Agreement by and between Grantee and Grantor dated as of April 22, 2016 (as the same may be amended, modified or supplemented from time to time, the "Security Agreement"). The purchase of the Notes and extension of financial accommodation to Grantor by Grantees is conditioned upon, among other conditions, Grantor granting to Grantees a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Note Purchase Agreement.

B. Pursuant to the terms of the Security Agreement, Grantor has granted to Grantees 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 Note Purchase Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note Purchase Agreement, Grantor grants and pledges to Grantees 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 any Grantee.

3. Authorization. Grantor hereby authorizes Grantees 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. Purchase Documents. This Agreement has been entered into pursuant to and in conjunction with the Note Purchase Agreement, which is hereby incorporated by reference. The provisions of the Note Purchase Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Grantees with respect to the Intellectual Property Collateral are as provided by the Note Purchase Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. Each right, power and remedy of Grantees provided for herein or in the Note Purchase Agreement, the Security Agreement or any other related 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 Grantees of any one or more of the rights, powers or remedies provided for in this Agreement, the Note Purchase Agreement, the Security Agreement or any other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Grantees, of any or all other rights, powers or remedies.

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

6. 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.

7. 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.

8. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

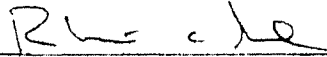
9. Amendments. None of the terms or provisions of this Agreement may be amended, modified, supplemented, terminated or waived, and no consent to any departure by the Company therefrom shall be effective unless the same shall be in writing and signed by US VC Partners or its affiliated entity and the Company, and then such amendment, modification, supplement, waiver or consent shall be effective only in the specific instance and for the specific purpose for which made or given.

[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:

KAAZING CORPORATION

By: 
Name: Ben Wilson
Title: CEO

Signature Page to Intellectual Property Security Agreement

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.

GRANTEE:

US VC PARTNERS, L.P.

By: US VC Partners GP, LLC,
as General Partner of US VC Partners, L. P.

By 
Name: Andrew Intrater
Title: Special Managing Member

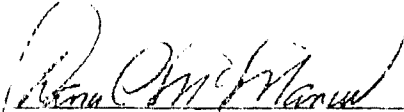
Signature Page to Intellectual Property Security Agreement

TRADEMARK
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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.

GRANTEE:

DANA C. MCMANUS, his separate property

By: 

Name: Dana C. McManus

Title: _____


Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005814 FRAME: 0145

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.

GRANTEE:

Innovative Venture Fund Investment Limited
Partnership

By: 
Name: Richard Fink
Title: Partner

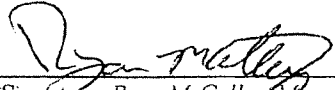
Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005814 FRAME: 0146

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 date written below.

GRANTEE:

LANE SCOTT IRRV TRUST



(Signature: Ryan McCalley, Managing Member)

Date: 5/4/2016

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005814 FRAME: 0147

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None.

EXHIBIT B

Patents

<u>Country</u>	<u>Status,</u> <u>Filing Date,</u> <u>App. Serial No.</u>	<u>Pat/Reg No.,</u> <u>Issue/Reg Date</u>	<u>Title</u>
US	Status Issued Filed 4/24/2009 Serial # 12/429,999 Conf # None	Issued 6/23/2015 Pat # 9,063,765 Expires 3/11/2032	Title System And Methods For Distributed Execution Of Computer Executable Programs Utilizing Asymmetric Translation
US	Status Pending Filed 4/30/2010 Serial #: 12/772,046 Conf # None		Title Enterprise Client-Server System And Methods Of Providing Web Application Support Through Distributed Emulation Of Websocket Communications
Japan	Status Pending Filed: No Date Serial # 2012508806 Conf # None		Title Enterprise Client-Server System And Methods Of Providing Web Application Support Through Distributed Emulation Of Websocket Communications
Japan	Status Pending Filed 2/26/2015 Serial # 2015-36445 Conf # None		Title Enterprise Client-Server System And Methods Of Providing Web Application Support Through Distributed Emulation Of Websocket Communications
US	Status Issued Filed 5/27/2010 Serial # 12/788,938 Conf # None	Issued 9/3/2013 Pat # 8,527,774 Expires 8/25/2031	Title System And Methods For Providing Stateless Security Management For Web Applications Using Non-Http Communications Protocols
US	Status Issued Filed 8/27/2012 Serial # 13/595,938 Conf # None	Issued 8/4/2015 Pat # 9,100,369 Expires 8/27/2032	Title Secure Reverse Connectivity To Private Network Servers
US	Status Allowed Filed 9/11/2013 Serial # 14/024,379 Conf # None		Title Communication Data Padding
US	Status Allowed Filed 11/6/2012 Serial # 13/670,365 Conf # None		Title Extending Websocket Protocol
US	Status Pending Filed 11/6/2012 Serial # 13/670,368 Conf # None		Title Communication Rate Adjustment Extension
US	Status Issued Filed 3/15/2013 Serial # 13/837,301 Conf # None	Issued 5/19/2015 Pat # 9,037,735 Expires 11/29/2033	Title Establishing Websocket Protocol Extensions
US	Status Issued Filed 3/15/2013 Serial # 13/837,494 Conf # None	Issued 10/6/2015 Pat # 9,154,485 Expires 4/18/2033	Title Authentication Revalidation
US	Status Pending Filed 3/14/2014 Serial # 14/212,963 Conf # None		Title Communication Channels
US	Status Pending Filed 3/14/2014 Serial # 14/213,070 Conf # None		Title Redistributing A Connection

EXHIBIT C

Trademarks


Mark	Country	Goods Description
<p>K Logo</p> 	<p>European Community/International Registration/Japan/United States</p> <p>US Reg No 3890532</p>	<p>9: Computer software used to perform and deliver real-time updates of data and images over the Internet; computer software for use in creating and developing web applications that operate in real-time; computer software tools and utilities for the facilitation of third party software applications; computer software for enhancing and providing real-time transfer, transmission, reception, processing and digitizing of audio and video graphics information; electronic publications, namely, computer software user manuals recorded on computer media</p> <p>42: Providing consulting services relating to computer software used to perform and deliver real-time updates of data and images over the Internet; providing consulting services for computer software for use in creating and developing web applications that operate in realtime; providing consulting services for computer software for use in enhancing and providing real-time transfer, transmission, reception, processing and digitizing of audio and video graphics information; consulting in the field of computer software and real-time software applications; technical support services, namely trouble-shooting of computer software problems; computer software installation and maintenance</p>
<p>KAazing</p>	<p>European Community/International Registration/Japan/United States</p> <p>US Reg No. 3740599</p>	<p>9: Computer software used to perform and deliver real-time updates of data and images over the Internet; computer software for use in creating and developing web applications that operate in real-time; computer software tools and utilities for the facilitation of third party software applications; computer software for enhancing and providing real-time transfer, transmission, reception, processing and digitizing of audio and video graphics information; electronic publications, namely, computer software user manuals recorded on computer media</p> <p>42: Providing consulting services relating to computer software used to perform and deliver real-time updates of data and images over the Internet; providing consulting services for computer software for use in creating and developing web applications that operate in realtime; providing consulting services for computer software for use in enhancing and providing real-time transfer, transmission, reception, processing and digitizing of audio and video graphics information; consulting in the field of computer software and real-time software applications; technical support services, namely trouble-shooting of computer software problems; computer software installation and maintenance</p>

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None.