

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apriva, LLC		06/28/2016	Limited Liability Company: ARIZONA
Apriva ISS, LLC		06/28/2016	Limited Liability Company: ARIZONA
Apriva Systems, LLC		06/28/2016	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	Skysail 19 LLC		
Street Address:	c/o Spinnaker Capital LLC		
Internal Address:	One Joy Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2725130	APRIVA	
Registration Number:	2716275	APRIVA	
Registration Number:	3051594	SENSA	
Registration Number:	3309875	PROVING THE POSSIBILITIES	
Registration Number:	3301102	APRIVA	
Registration Number:	3796438	APRIVA	
Registration Number:	3921605	APRIVA	
CORRESPONDENCE DATA			
Fax Number:	6173996930		
<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:	6172926930		
Email:	mdaniels@brllawgroup.com		
Correspondent Name:	Malissa Daniels		
Address Line 1:	425 Boylston Street, 3rd Floor		
TRADEMARK			

OP \$190.00 2725130

Address Line 4:

Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:

Suzanne Hamel

SIGNATURE:

/s/ Suzanne Hamel

DATE SIGNED:

07/08/2016

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”), dated as of June 28, 2016 is made by and among APRIVA, LLC, an Arizona limited liability company (“**Company**”), APRIVA ISS LLC, an Arizona limited liability company, and APRIVA SYSTEMS, LLC, an Arizona limited liability company (each, a “**Subsidiary**” and collectively with Company, “**Borrowers**”) and Skysail 19, LLC (the “**Pledgor**”).

WHEREAS, pursuant to that certain Agreement, dated as of the date hereof (“**Agreement**”) and that certain Security Agreement, dated as of the date hereof (the “**Security Agreement**”) the Borrowers have granted the Pledgor a lien on and a security interest in all of the Borrowers respective assets; and

WHEREAS, to secure Borrowers’ obligations under the Agreement and the Security Agreement, the Pledgor is requiring Borrowers to execute and deliver this IP Security Agreement to further grant the security interests contemplated hereby.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Borrowers agrees as follows:

ARTICLE 1

DEFINITIONS

When used in this IP Security Agreement, the following terms shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement or the Security Agreement, as applicable.

“**Copyright License**” shall mean any written agreement or arrangement now or hereafter in existence granting to any of the Borrowers any right to use any Copyright; provided that there shall be excluded from the IP Collateral any Copyright License to the extent, and only to the extent, that such Copyright License contains a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations or otherwise precludes such encumbrance thereunder based on the grant of the security interest created herein pursuant to the terms of this IP Security Agreement (except that if and when any prohibition on the assignment, pledge or grant of a Lien on such Copyright License is removed or such assignment, pledge or grant is consented to, the Pledgor will be deemed to have been granted a security interest in such Copyright License as of the date hereof or other earliest legally valid date, and the IP Collateral will be deemed to include such Copyright License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by any of the Borrowers of a security interest pursuant to this IP Security Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

“Copyrights” shall mean all of the following: (a) all copyrights, works protectable by copyright, copyright registrations and copyright applications of any of the Borrowers, (b) all renewals, extensions and modifications thereof; (c) all income, royalties, damages, profits and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present or future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by any of the Borrowers.

“Governmental Authority” shall mean any nation or government, any state, provincial or political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Intellectual Property” shall mean all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks and Trademark Licenses, inventions, ideas, URL domain names, discoveries, trade names, domain names, jingles, know-how, software, shop rights, licenses, developments, research data, designs, technology, trade secrets, test procedures, processes, route lists, customer lists and information, databases, internet rights, web sites and web pages and their respective contents, (such as text, graphics, photographs, video, audio and/or other data or information relating to any subject contained therein), e-commerce rights and license applications, computer programs, computer discs, computer tapes, literature, reports and other confidential information, intellectual and similar intangible property rights, whether or not patentable, trademarkable or copyrightable (or otherwise subject to legally enforceable restrictions or protections against unauthorized third party usage), and any and all applications for, registrations of and extensions, divisions, renewals and reissuance of, any of the foregoing, and rights therein, of any of the Borrowers.

“IP Collateral” shall have the meaning ascribed to such term in Section 2.1 of this IP Security Agreement.

“Patent License” shall mean any written agreement or arrangement now or hereafter in existence granting to any of the Borrowers any right to use any invention on which a Patent is in existence; provided that there shall be excluded from the IP Collateral any Patent License to the extent, and only to the extent, that such Patent License contains, as of the date of this IP Security Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this IP Security Agreement (except that if and when any prohibition on the assignment, pledge or grant of a Lien on such Patent License is removed or such assignment, pledge or grant is consented to, the Pledgor will be deemed to have been granted a security interest in such Patent License as of the date hereof or other earliest legally valid date, and the IP Collateral will be deemed to include such Patent License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by the Borrowers of a security interest pursuant to this IP Security Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

“Patents” shall mean all of the following: (a) all patents, patent applications and patentable inventions of any of the Borrowers, and all of the inventions and improvements described and claimed therein; (b) all continuations, re-examinations, divisions, renewals, extensions, modifications, substitutions, continuations-in-part or reissues of any of the foregoing; (c) all income, royalties, profits, damages, awards and payments relating to or payable under any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all other rights and benefits relating to any of the foregoing throughout the world; and (f) all goodwill associated with any of the foregoing; in each case, whether now owned or hereafter acquired by any of the Borrowers.

“Trademark License” shall mean any written agreement now or hereafter in existence granting to any of the Borrowers any right to use any Trademark, provided however, that there shall be excluded from the IP Collateral any Trademark License to the extent, and only to the extent, that such Trademark License contains, as of the date of this IP Security Agreement a legally enforceable provision under the UCC that would give any other party to such agreement or instrument the right to terminate its obligations thereunder based on the grant of the security interest created herein pursuant to the terms of this IP Security Agreement (except that if and when any prohibition on the assignment, pledge or grant of a Lien on such Trademark License is removed or such assignment, pledge or grant is consented to, the Pledgor will be deemed to have been granted a security interest in such Trademark License as of the date hereof or other earliest legally valid date, and the IP Collateral will be deemed to include such Trademark License). In any event, the foregoing limitation shall not affect, limit, restrict or impair the grant by the Borrowers of a security interest pursuant to this IP Security Agreement in any accounts receivable or any money or other amounts due or to become due under such agreement or instrument.

“Trademarks” shall mean all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof; (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by any of the Borrowers.

“UCC” shall mean the Uniform Commercial Code of the State of Arizona in effect from time to time.

ARTICLE 2

SECURITY INTEREST

2.1 Security Interest. As security for the payment and performance of the Obligations, each of the Borrowers hereby grants to the Pledgor, a security interest in all of such Borrower's right, title and interest, whether present, future or contingent, in and to all Intellectual Property of such Borrower, wherever located, whether now owned or existing or hereafter acquired (collectively, the "**IP Collateral**"). The Pledgor agrees with the undersigned Majority Lenders (as defined in 2014 Note Purchase Agreement) and the undersigned Majority Lenders (as defined in the 2015 Note Purchase Agreement) that the security interest granted herein shall be on a pari passu basis with the security interests granted under the 2014 Note Purchase Agreement and/or the 2015 Note Purchase Agreement and the security interests under the security's agreement and intellectual property security agreement executed in connection with the 2014 Note Purchase Agreement and the 2015 Note Purchase Agreement, regardless of the timing of filings of any UCC financing statements.

2.2 Borrowers Remain Liable. Notwithstanding anything contained to the contrary herein, the applicable Borrower shall remain liable under the contracts, agreements, documents and instruments included in the IP Collateral to the extent set forth therein and perform all of its duties and obligations thereunder and the exercise by Pledgor of any of its rights hereunder shall not release the applicable Borrower from any of its duties or obligations thereunder.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BORROWERS

Each Borrower represents and warrants, with respect to the IP Collateral, that:

3.1 Authorization. Such Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this IP Security Agreement and has taken all necessary action to authorize, deliver and perform its obligations under this IP Security Agreement. The execution and delivery of this IP Security Agreement does not: (a) require any consent of any Governmental Authority or (b) violate any provision of any indenture, contract, agreement or instrument to which such Borrower is a party or subject or by which it is bound.

3.2 Perfection. Upon filing of financing statements in the proper jurisdictions and the recordation of this IP Security Agreement with the proper Governmental Authorities in favor of the Pledgor, the security interest created hereby will constitute a valid and perfected Lien upon and security interest in the IP Collateral to the extent that such filings or recordations are sufficient under applicable law to perfect such Lien with respect to the IP Collateral.

3.4 Title; Proper Registration. Such Borrower is the sole and exclusive owner (or an authorized licensee) of the entire right, title and interest in and to the IP Collateral attributed to such Borrower.

ARTICLE 4

COVENANTS OF BORROWERS

Each Borrower covenants as follows:

4.1 Disposition or Encumbrance of IP Collateral. Such Borrower will not encumber (other than Permitted Liens), sell or otherwise transfer or dispose of the IP Collateral without the prior written consent of the Pledgor except as such encumbrance, sale, transfer or disposition occurs in the ordinary course of such Borrower's business consistent with past practice or in connection with the payment of the Obligations in full in accordance with the Agreement.

4.2 Protection of Collateral. All expenses of protecting, prosecuting and making applications of such Borrower's IP Collateral, all costs of keeping such IP Collateral free and clear of any Liens prohibited by this IP Security Agreement and of removing the same if they should arise, and any and all excise, property, sales and use taxes imposed by any Governmental Authority on any of such IP Collateral or in respect of the sale thereof, shall be borne and paid by such Borrower and if such Borrower fails to promptly pay any thereof when due, the Pledgor may, at the option of the Pledgor, (but shall not be required to), pay the same whereupon the same shall constitute Obligations and shall be secured by the security interest granted hereunder.

4.3 Compliance with Laws. Such Borrower will not use all or any part of such Borrower's IP Collateral, or knowingly permit such IP Collateral to be used, for any purpose in violation of any federal, state or municipal law.

4.4 Notice of Default. Immediately upon any officer of such Borrower becoming aware of the existence of any Event of Default hereunder, such Borrower will give notice to the Pledgor that such Event of Default exists, stating the nature thereof, the period of existence thereof and what action such Borrower proposes to take with respect thereto.

4.5 Additional Documentation; Further Acts. Such Borrower will execute from time to time, and authorizes the Pledgor (or any other person whom the Pledgor may from time to time designate) to execute and/or file from time to time as such Borrower's attorney-in-fact, such financing statements, assignments, and other documents covering the Collateral, as the Pledgor may reasonably request, make any proper domestic filings and take any other actions as the Pledgor deems necessary in order to create, evidence, perfect, maintain or continue their security interest in such Collateral (including additional Collateral acquired by such Borrower after the date hereof), including, without limitation, filing this IP Security Agreement and any amendments thereto with the United States Copyright Office and the United States Patent and Trademark Office. Such Borrower will pay the cost of filing the same in all domestic public offices in which the Pledgor may deem filing to be appropriate and will notify the Pledgor promptly upon acquiring any additional Collateral that may require an additional filing. If such Borrower shall obtain rights to or become entitled to the benefit of any Intellectual Property not identified herein, the provisions of this IP Security Agreement shall automatically apply thereto.

ARTICLE 5

RIGHTS AND REMEDIES ON DEFAULT

Upon the occurrence of an Event of Default, and at any time thereafter until such Event of Default is cured to the reasonable satisfaction of the Pledgor or waived by the Pledgor, and in addition to all other rights granted to the Pledgor under the Agreement, the Security Agreement or this IP Security Agreement, the Pledgor, in the sole discretion of the Pledgor, shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the UCC and any additional rights and remedies as may be provided by applicable law. Without limiting the foregoing, the Pledgor may exercise any one or more of the following rights and remedies upon the occurrence and during the continuation of an Event of Default:

5.1 Application of Proceeds. All proceeds of IP Collateral shall be applied to the Obligations in accordance with the Agreement and UCC.

5.2 Collateral. Upon the occurrence and during the continuance of an Event of Default:

(a) The Pledgor may, at any time and from time to time, upon thirty (30) days' prior notice to Borrowers, license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Intellectual Property, throughout the world for such term or terms, on such conditions, and in such manner, as the Pledgor shall in its sole discretion determine, provided that any such license or sublicense shall preserve or reserve the right of the applicable Borrowers to use such Intellectual Property, royalty-free, after such Event of Default is cured or waived, or is otherwise discontinued;

(b) The Pledgor may (without assuming any obligations or liability thereunder), at any time exercise and enforce (and shall have the exclusive right to enforce) against any licensor, licensee or sublicensee all rights and remedies of the applicable Borrowers in, to and under any one or more Patent License, Trademark License, Copyright License or other agreements with respect to any Patent, Trademark or Copyright and take or refrain from taking any action under any such Patent License, Trademark License, Copyright License or other agreement, and each Borrower hereby releases the Pledgor from, and agrees to hold the Pledgor free and harmless from and against, any claims arising out of, any action taken or omitted to be taken with respect to any such license or agreement, except in cases of gross negligence or willful misconduct;

(c) Any and all payments received by the Pledgor under or in respect of any Intellectual Property (whether from Borrowers or otherwise), shall be applied to the Obligations in accordance with the Agreement;

(d) The Pledgor may exercise in respect of the Intellectual Property, in addition to other rights and remedies provided for herein or in the Agreement or the

Security Agreement or otherwise available to the Pledgor, all the rights and remedies of a secured party under the UCC; and

(e) In order to implement the sale, lease, assignment, license, sublicense or other disposition of any of the Intellectual Property pursuant to this Section 5.2, the Pledgor (or any other person whom the Pledgor may from time to time designate) may, at any time, execute and deliver on behalf of the applicable Borrowers one or more instruments of assignment of any Intellectual Property (or any application or registration thereof), in form suitable for filing, recording or registration in any country. Each of the Borrowers agrees to pay when due all reasonable costs incurred in any such transfer of the Intellectual Property, including any taxes, fees and reasonable attorneys' fees.

ARTICLE 6

MISCELLANEOUS

6.1 No Liability on IP Collateral. It is understood that the Pledgor does not in any way assume any of any Borrower's obligations under any of the IP Collateral and Borrowers hereby agree to indemnify the Pledgor against all liability resulting from the applicable Borrower's obligations with respect to the IP Collateral, except for any such liabilities arising on account of the Pledgor's gross negligence or willful misconduct.

6.2 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, the Borrowers appoint the Pledgor or any other person whom the Pledgor may from time to time designate, as each Borrower's attorney-in-fact with the power to, among other things: (a) endorse each Borrower's name on any checks, notes, acceptances, drafts or other forms of payment or security evidencing or relating to any of the IP Collateral that may come into the Pledgor's possession; (b) sign Borrowers' names on any invoice or bill of lading relating to any of the Collateral, on drafts against customers, on notices of assignment, financing statements under the UCC and other public records, on verifications of accounts and on notices to customers; (c) notify the post office authorities to change the address for delivery of each Borrower's mail to an address designated by the Pledgor; (d) receive and open all mail addressed to any of the Borrowers; and (e) do all things necessary to carry out this IP Security Agreement. Each of the Borrowers ratifies and approves all acts of the attorney taken within the scope of the authority granted herein. Neither the Pledgor nor the attorney will be liable for any acts of commission or omission nor for any error in judgment or mistake of fact or law, except for any such liabilities arising on account of the Pledgor's gross negligence or willful misconduct. This power, being coupled with an interest, is irrevocable until the later of (i) the termination of this IP Security Agreement or (ii) all of the Obligations are paid in full. Each of the Borrowers waives presentment and protest of all instruments and notice thereof, notice of default and dishonor and all other notices to which any of the Borrowers may otherwise be entitled.

6.3 Successors and Assigns. Subject to the terms of the Agreement regarding assignment, this IP Security Agreement shall be binding upon and inure to the benefit of the successors and assigns of Borrowers and the Pledgor.

6.5 Severability. Wherever possible, each provision of this IP Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this IP Security Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this IP Security Agreement.

6.6 Notices. All notices or other communications hereunder shall be given in the manner and to the address set forth in the Agreement.

6.7 Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6.8 Amendments and Waivers. This IP Security Agreement may be amended or waived only with the written consent of the Borrowers and the Pledgor. No delay or omission on the part of the Pledgor in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

6.9 Remedies Cumulative. All rights and remedies of the Pledgor shall be cumulative and may be exercised singularly or concurrently, at the Pledgor's option, and the exercise or enforcement of any one such right or remedy shall not bar or be a condition to the exercise or enforcement of any other.


6.10 Termination and Release. Upon termination of the Agreement and payment of all the Obligations in full, this IP Security Agreement shall automatically terminate, and the Pledgor, at the request and expense of the Borrowers, will (a) promptly execute and deliver to the Borrowers the proper instruments acknowledging the termination of this IP Security Agreement, (b) duly assign, transfer and deliver to the applicable Borrowers (without recourse and without any representation or warranty of any kind) any IP Collateral in the possession of the Pledgor and (c) record such termination in the United States Patent and Trademark Office, the United States Copyright Office, or any similar office or governmental agency, subject to any disposition thereof which may have been made by the Pledgor pursuant to this IP Security Agreement.

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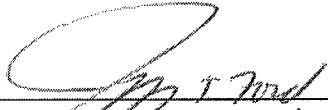
The parties hereto have executed this Intellectual Property Security Agreement as of the day and year first set forth above.

BORROWERS:

APRIVA, LLC

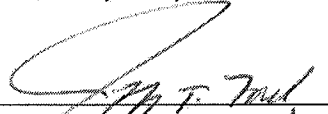
By: 
Name: Jeffrey T. Ford
Title: Chief Operating Officer

APRIVA ISS LLC

By: 
Name: Jeffrey T. Ford
Title: President

APRIVA SYSTEMS, LLC

By: APRIVA, LLC, its sole member

By: 
Name: Jeffrey T. Ford
Title: Chief operating officer

[Signature Page to Intellectual Property Security Agreement]

The parties hereto have executed this Intellectual Property Security Agreement as of the day and year first set forth above.

PLEDGOR:

SKYSAIL 19 LLC

By: SPINNAKER CAPITAL 2014 GP, LLC, its
Managing Member

By: 
Anastasios Parafestas, Manager

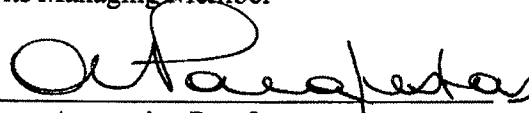
With copies, which shall not constitute notice, to:

BRL Law Group, LLC
425 Boylston Street, Third Floor
Boston, MA 02116
Attention: Thomas B. Rosedale
Fax. No.: (617) 399-6930

**MAJORITY LENDERS (AS DEFINED IN THE
2014 NOTE PURCHASE AGREEMENT), FOR
PUPOSES OF SECTION 2.1:**

SKYSAIL 7 LLC

By: Spinnaker Capital 2011 GP LLC
its Managing Member

By: 
Name: Anastasios Parafestas
Title: Manager

With copies, which shall not constitute notice, to:

BRL Law Group, LLC
425 Boylston Street, Third Floor
Boston, MA 02116
Attention: Thomas B. Rosedale
Fax. No.: (617) 399-6930

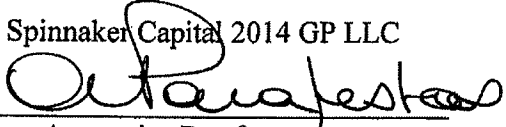
[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK
REEL: 005831 FRAME: 0581**

**MAJORITY LENDERS (AS DEFINED IN THE
2015 NOTE PURCHASE AGREEMENT), FOR
PUPOSES OF SECTION 2.1:**

SKYSAIL 9 LLC

By: Spinnaker Capital 2014 GP LLC

By: 
Name: Anastasios Parafestas
Title: Manager of Managing Member

With copies, which shall not constitute notice, to:

BRL Law Group, LLC
425 Boylston Street, Third Floor
Boston, MA 02116
Attention: Thomas B. Rosedale
Fax. No.: (617) 399-6930

[Signature Page to Intellectual Property Security Agreement]