

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404129

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proim Wireless Corporation		11/01/2016	Corporation:
RECEIVING PARTY DATA			
Name:	ProxAgent, Inc.		
Street Address:	3300 S. Dixie Highway		
Internal Address:	Suite 1-365		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33405		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87158300	TSUMINI	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	NYDocket@andrewskurth.com		
Correspondent Name:	ANDREWS KURTH KENYON LLP		
Address Line 1:	450 Lexington Ave		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Gary Abelev		
SIGNATURE:	/GA/ Gary Abelev		
DATE SIGNED:	11/02/2016		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT (SENIOR)

This Trademark Security Agreement (this “**Agreement**”) is entered into as of November 1, 2016 by Proxim Wireless Corporation (referred to herein as the “**Grantor**”) for the benefit of ProxAgent, Inc., as the administrative agent (in such capacity, the “**Administrative Agent**”) and as the collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Senior Security and Pledge Agreement dated as of January 4, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Senior Security Agreement**”), among the Grantor and the Collateral Agent, (b) the Amended and Restated Securities Purchase Agreement dated as of January 15, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Senior Purchase Agreement**”) among the Grantor, Terabeam International Holdings, Inc. (the “**Guarantor**”), the purchasers named in Schedule I of the Senior Purchase Agreement (collectively the “**Purchasers**” and referred herein as the “**Senior Lenders**”) and ProxAgent, Inc. as the Administrative Agent and Collateral Agent. The Senior Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Senior Security Agreement and the Senior Purchase Agreement. In consideration of the Senior Lenders extending such credit, the Grantor hereto agreed to execute the attached Agreement. Accordingly, the party hereto agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Senior Security Agreement and the Senior Purchase Agreement. The rules of construction specified in Section 1.02, 1.03 and 1.04 of the Senior Purchase Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations under the Senior Purchase Agreement, Grantor, pursuant to the Senior Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Senior Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”);

(b) All goodwill associated therewith or symbolized thereby;

(c) All other assets rights and interests that uniquely reflect or embody such goodwill; and

(d) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Senior Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Senior Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement, the Senior Security Agreement and the Senior Purchase Agreement, the terms of the Senior Security Agreement and the Senior Purchase Agreement shall govern.

[Remainder of this page intentionally left blank]

[Senior Trademark Security Agreement]

IN WITNESS WHEREOF, the party set forth below has duly executed this Agreement as of the day and year first above written.

PROXIM WIRELESS CORPORATION

By: 
Name: Fred Huey
Title: CFO

[Senior Trademark Security Agreement]

Schedule I

U.S. Applications

MARK	REGISTRATION NUMBER	REGISTRATION DATE
TSUMINI	87/158,300	September 1, 2016

TRADEMARK SECURITY AGREEMENT (JUNIOR)

This Trademark Security Agreement (this “**Agreement**”) is entered into as of November 1, 2016 by Proxim Wireless Corporation (referred to herein as the “**Grantor**”) for the benefit of ProxAgent, Inc., as the administrative agent (in such capacity, the “**Administrative Agent**”) and as the collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Junior Security and Pledge Agreement dated as of January 4, 2011 (as amended, supplemented or otherwise modified from time to time, the “**Junior Security Agreement**”), among the Grantor and the Collateral Agent, (b) the Securities Purchase Agreement dated as of July 25, 2008 (as amended, supplemented or otherwise modified from time to time, the “**Junior Purchase Agreement**”) among the Grantor, Lloyd I. Miller, III, Milfam II L.P., and any other purchasers from time to time (collectively the “**Purchasers**” and referred herein as the “**Junior Lenders**”) and ProxAgent, Inc. as the Administrative Agent and Collateral Agent. The Junior Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Junior Security Agreement and the Junior Purchase Agreement. In consideration of the Junior Lenders extending such credit, the Grantor hereto agreed to execute the attached Agreement. Accordingly, the party hereto agrees as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Junior Security Agreement and the Junior Purchase Agreement. The rules of construction specified in the Junior Purchase Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations under the Junior Purchase Agreement, Grantor, pursuant to the Junior Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Junior Lenders, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the “**Trademarks**”);
- (b) All goodwill associated therewith or symbolized thereby;
- (c) All other assets rights and interests that uniquely reflect or embody such goodwill; and

(d) Proceeds of any and all of the foregoing.


SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Junior Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Junior Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement, the Junior Security Agreement and the Junior Purchase Agreement, the terms of the Junior Security Agreement and the Junior Purchase Agreement shall govern.

[Remainder of this page intentionally left blank]

[Junior Trademark Security Agreement]

IN WITNESS WHEREOF, the party set forth below has duly executed this Agreement as of the day and year first above written.

PROXIM WIRELESS CORPORATION

By: 
Name: Fred Huey
Title: CFO

[Junior Trademark Security Agreement]

Schedule I

U.S. Applications

MARK	REGISTRATION NUMBER	REGISTRATION DATE
TSUMINI	87/158,300	September 1, 2016