

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alereon, inc.		11/10/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 Third Avenue South		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3938119	A	
Registration Number:	3881711	ALEREON	
Registration Number:	3839461	NOWIRE	
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>			
Phone:	6157822233		
Email:	wbrown@stites.com		
Correspondent Name:	Stites & Harbison, PLLC		
Address Line 1:	604 West Main street		
Address Line 4:	Franklin, TENNESSEE 37064		
NAME OF SUBMITTER:	Will Brown		
SIGNATURE:	/s Will Brown s/		
DATE SIGNED:	11/11/2016		
Total Attachments: 12			
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**PATENT AND TRADEMARK SECURITY AGREEMENT
AND ASSIGNMENT**

This Patent Trademark Security Agreement and Assignment, dated as of November 10, 2016 (this "Agreement"), made by **ALEREON, INC.**, a Delaware corporation, with a principal place of business located at 10800 Pecan Park Blvd, Suite 100, Austin, Texas 78750 ("Grantor"), in favor of **PINNACLE BANK**, a Tennessee state bank with offices at 150 Third Avenue South, Suite 800, Nashville, Tennessee 37201 (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

WHEREAS, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

WHEREAS, the Grantor and the Lender are parties to that certain Loan Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

WHEREAS, the Grantor has granted to grant to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

WHEREAS, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

WHEREAS, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:

1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property

included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibit A** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement and Assignment as of the day and year first above written.

GRANTOR:

ALEREON, INC., a Delaware corporation

By: David Shoemaker

Name: David Shoemaker

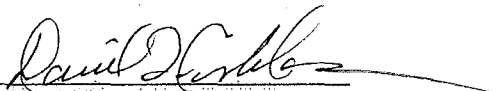
Title: Chief Executive Officer

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT AND ASSIGNMENT]

ACCEPTED AND AGREED:

LENDER:

PINNACLE BANK

By: 
Name: David L. Castilaw
Title: Senior Vice President

[SIGNATURE PAGE -- PATENT AND TRADEMARK SECURITY AGREEMENT AND
ASSIGNMENT]

EXHIBIT 1

ISSUED UNITED STATES PATENTS

Patent No.	Title of Invention	Issue Date
7,190,729	Ultra-Wideband High-Data-Rate Communications	3/13/2007
7,206,334	Ultra-Wideband High Data-Rate Communication Apparatus and Associated Methods	4/17/2007
7,394,846	Ultra-Wideband High Data-Rate Communication Apparatus and Associated Methods	7/1/2008
7,400,559	Methods and Sets of Piconets Using Time Frequency Division Multiple Access	12/2/2008
7,477,910	Method and System of Piconet Groups	1/13/2009
7,853,277	Method and System of Piconet Groups	12/14/2010
6,539,213	System and Method for Impulse Radio Power Control	3/25/2003
6,571,089	Method and Apparatus for Moderating Interference While Effecting Impulse Radio Wireless Control of Equipment	5/27/2003
7,079,827	Method and Apparatus for Power Control in an Ultra Wideband Radio System	7/18/2006
7,209,724	Method and Apparatus for Power Control in an Ultra Wideband Radio System	4/24/2007
7,577,415	Method and Apparatus Ultra Wideband Power Control	8/18/2009
6,556,621	Method and System for Fast Acquisition of Ultra-Wideband Signals	4/29/2003
6,925,109	Method and System for Fast Acquisition of Ultra-Wideband Signals	8/2/2005
6,492,904	System and Method for Monitoring Assets, Objects, People and Animals Utilizing Impulse Radio	12/10/2002
7,321,611	Method and Transceiver for Full Duplex	1/22/2008
5,832,035	Fast Locking Mechanism for Channelized Ultrawide-Band Communication	11/3/1998
7,539,237	Fast Locking Mechanism for Channelized Ultrawide-Band Communications	5/26/2009
7,027,425	Impulse Radio Virtual Wireless Local Area Network System and Method	4/11/2006
7,746,835	System and Method for an Ultra Wideband Radio Wireless Network Local Area Network	6/29/2010
6,304,623	Precision Timing Generator System and Method	10/16/2001
6,636,573	Precision Timing Generator System and Method	10/21/2003
6,937,663	Baseband Signal Converter for a Wideband Impulse Radio Receiver	8/30/2005
6,351,652	Mobile Communications System and Method Utilizing Impulse Radio	2/26/2002

5,687,169	Full Duplex Ultrawide-Band Communication System and Method	11/11/1997
8,018,831	Method and System for a Scalable Radio Architecture	9/13/2011
5,812,081	Time Domain Radio Transmission System	9/22/1998
7,184,938	Method and System for Statistical Filters and Design of Statistical Filters	2/27/2007
7,536,282	Method and System for Statistical Filters and Design of Statistical Filters	5/19/2009
7,271,779	Method, System and Apparatus for an Antenna	9/18/2007
6,914,949	Method and System for Reducing Potential Interferences in an Impulse Radio	7/5/2005
8,116,402	Method and System for Cognitive Radio	2/14/2012
6,763,057	Vector Modulation System and Method for Wideband Impulse Radio Communications	7/13/2004
6,937,667	Apparatus, System and Method for Flip Modulation in an Impulse Radio Communication System	8/30/2005
7,526,150	Apparatus, System and Method for Flip Modulation in an Impulse Radio Communications System	4/28/2009
5,963,581	Ultrawide-Band Communication System and Method	10/05/1,999
6,529,568	Method and System for Cancelling Interference in an Impulse Radio	3/4/2003
7,428,258	Method and Apparatus for Generating RF Waveforms Having Aggregate Energy with Desired Spectral Characteristics	9/23/2008
8,467,284	Method and System for a Scalable Radio Architecture	6/18/2013
8,228,968	Method and Apparatus for Generating RF Waveforms Having Aggregate Energy with Desired Spectral Characteristics	7/24/2012

UNITED STATES PATENT APPLICATIONS

Registration No.	Title of Invention	Filing Date
12/825,127	System and Method for an Ultra Wideband Radio Wireless Local Area Network	6/28/2010

**EXHIBIT 2
TRADEMARKS**

REGISTERED UNITED STATES TRADEMARKS

Registration No.	Mark	Registration Date
3,938,119	"A" logo	3/29/2011
3.881.711	ALEREON (stylized)	11/23/2010
3,839,461	NOWIRE	8/24/2010

REGISTERED INTERNATIONAL TRADEMARKS

Jurisdiction	Registration No.	Mark	Registration Date
European Community (CTM)	3646171	ALEREON	7/4/2005
Hong Kong	300152522	ALEREON	6/10/2004
India	785633	ALEREON	3/18/2009
Japan	4830404	ALEREON	1/7/2005
Korea	12713	ALEREON	6/2/2005
Singapore	T0401265B	ALEREON	1/18/2005
Singapore	T0401266J	ALEREON	3/22/2005
Taiwan	093003295	ALEREON	11/16/2004

INTERNATIONAL TRADEMARK APPLICATIONS

Jurisdiction	Application No.	Mark	Application Date
China	3902159	ALEREON	2/4/2004

EXHIBIT A

ASSIGNMENT OF PATENTS AND TRADEMARKS

This **ASSIGNMENT OF PATENTS AND TRADEMARKS** (this "Assignment"), dated as of November 10, 2016 made **ALEREON, INC.**, a Delaware corporation, with a principal place of business located at 10800 Pecan Park Blvd, Suite 100, Austin, Texas 78750 ("Assignor"), in favor of **PINNACLE BANK**, a Tennessee state bank with offices at 150 Third Avenue South, Suite 800, Nashville, Tennessee 37201 ("Lender") and the Assignee as set forth below.

RECITALS:

WHEREAS, Assignor has an ownership interest in the Patents described on **Exhibit 1** attached hereto (the "Patents"); and

WHEREAS, Assignor has an ownership interest in the Trademarks described on **Exhibit 2** attached hereto (the "Trademarks"); and

WHEREAS, Assignor and Lender are parties to that certain Loan Agreement of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

WHEREAS, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

WHEREAS, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

WHEREAS, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

WHEREAS, by this instrument, Assignor is hereby assigning the Patents and Trademarks to the Lender or its designee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents and Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to Lender and/or Lender's appointed agents all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

3. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

ASSIGNOR:

Signed, sealed and delivered in
the presence of:

Notary Public

[SEAL]

My commission expires:

ALEREON, INC., a Delaware
corporation

By: _____ (SEAL)

Name: David Shoemaker

Title: Chief Executive Officer

EXHIBIT 1 TO ASSIGNMENT OF PATENTS AND TRADEMARKS

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7,190,729	Ultra-Wideband High-Data-Rate Communications	3/13/2007
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8,116,402	Method and System for Cognitive Radio	2/14/2012
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Korea	12713	ALEREON	6/2/2005
Singapore	T0401265B	ALEREON	1/18/2005
Singapore	T0401266J	ALEREON	3/22/2005
Taiwan	093003295	ALEREON	11/16/2004

INTERNATIONAL TRADEMARK APPLICATIONS

Jurisdiction	Application No.	Mark	Application Date
China	3902159	ALEREON	2/4/2004