

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410203

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| RESUBMIT DOCUMENT ID: | 900387305 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|-------------------------|
| NEWO CORPORATION | | 09/29/2016 | Corporation: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | MOLAG DPI, LLC, as Administrative Agent |
| Street Address: | 701 West Main Street |
| City: | Jefferson City |
| State/Country: | MISSOURI |
| Postal Code: | 65102 |
| Entity Type: | Limited Liability Company: MISSOURI |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------|
| Registration Number: | 4001707 | AMPED WIRELESS |

CORRESPONDENCE DATA

Fax Number: 3146127697

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.

Phone: 314-444-7697

Email: sgeisen@lewisrice.com

Correspondent Name: Sara L. Geisen

Address Line 1: 600 Washington Avenue

Address Line 2: Suite 2500

Address Line 4: Saint Louis, MISSOURI 63101

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Sara L. Geisen |
| SIGNATURE: | /Sara L. Geisen/ |
| DATE SIGNED: | 12/27/2016 |

Total Attachments: 8

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 28, 2014 AMONG JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT FOR THE SENIOR SECURED PARTIES, MOLAG DPI, LLC, AS ADMINISTRATIVE AGENT FOR THE SUBORDINATED SECURED PARTIES AND DPI, INC., AS AMENDED FROM TIME TO TIME (THE "SUBORDINATION AGREEMENT"); AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

SENIOR SUBORDINATED PATENT AND TRADEMARK SECURITY AGREEMENT

SENIOR SUBORDINATED PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 29, 2016 by NEWO CORPORATION, a California corporation dba Amped Wireless ("Grantor") in favor of MOLAG DPI, LLC, a Missouri limited liability company, in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESETH:

WHEREAS, DPI, Inc., a Missouri corporation, as Borrower ("DPI"), the Administrative Agent, and the Lenders, have entered into a Senior Subordinated Credit Agreement dated as of October 28, 2014, as amended by that certain Amendment No. 1 thereto dated as of even date herewith (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and the Administrative Agent have entered into that certain Joinder Agreement of even date herewith pursuant to which Grantor has become a Guarantor and a Loan Party under the Credit Agreement. Grantor is entering into this Patent and Trademark Security Agreement in order to secure the Secured Obligations that it has agreed to guarantee pursuant to Article X of the Credit Agreement; and

WHEREAS, the Grantor is a party to that certain Joinder to Senior Subordinated Pledge and Security Agreement of even date herewith, in favor of the Administrative Agent, in order to join that certain Senior Subordinated Pledge and Security Agreement dated as of October 28, 2014 by and between DPI and each Person that becomes a Grantor thereunder, in favor of the Administrative Agent (the "Security Agreement") in which each Grantor agreed, among other things, to grant to the Administrative Agent a security interest in its intellectual property including a security interest in its patent and/or trademark licenses (to the extent that such patent and/or trademark licenses are not expressly prohibited from being assigned or pledged) to secure the payment of all amounts owing under the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent to enter into the Credit Agreement, Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement. As used herein, the following terms shall have the following meanings:

"Patent" means all inventions (whether or not patentable), patent rights, shop rights, letters patent of the United States and other countries, all right, title and interest therein and thereto, and all registrations and recordings thereof, including (a) all patent registrations, applications and recordings whether 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 political subdivision thereof, or any international agreement, or otherwise, and (b) all reissues, renewals, reexaminations, continuations, continuations-in-part, extensions, supplementary protection certificates, provisionals, and divisionals thereof.

“Trademark” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, domain names, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (except for any “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, unless and until the filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act or a “Statement of Use” pursuant to Section 1(d) of the Lanham Act with respect thereto), whether 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, or any international agreement, or otherwise, and all common-law rights related thereto, and (b) the right to obtain all renewals and extensions thereof.

“Patent and Trademark License” means any agreement, whether written or oral, providing for the grant by or to Grantor of any right to use any Patent and/or any Trademark.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, hereby grants to the Administrative Agent a continuing and unconditional Lien and security interest, junior in priority only to the Lien and security interests of the Senior Lender securing the Senior Debt, on and in all of the Grantor’s right, title and interest in, to and under the following whether presently existing or hereafter created or acquired (the “Patent and Trademark Collateral”):

(a) all of its Patents, Trademarks, and Patent and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Trademark, and each Patent and Trademark License; and

(d) all products, proceeds, rents, profits, and royalties of the foregoing, including without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Patent, Trademark or any right under any Patent and Trademark License or (ii) injury to the goodwill associated with any Patent, Trademark or any Patent and Trademark License.

SECTION 3. Grantor Remains Liable. It is expressly agreed by the Grantor that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks or Patent and Trademark Licenses, and shall hold the Administrative Agent harmless from any and all costs, damages, liabilities and expenses that may be incurred in connection with the Administrative Agent’s interest in such Patents, Trademarks or Patent and Trademark Licenses or any other action or failure to act in connection with this Patent and Trademark Security Agreement. The Grantor shall remain liable for any and all claims by any Person that the conduct of the Grantor’s business or products or processes of the Grantor infringe any rights of such person.

SECTION 4. Security Agreement. The security interest granted pursuant to this Patent and Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. If any provision hereof conflicts with any provision of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall control to the extent of such inconsistency.

SECTION 5. Termination of Security Interest in Patent and Trademark Collateral. Upon payment and satisfaction in full of the Obligations other than residual indemnification obligations and termination of all commitments relating thereto, the Agent shall release (or cause to be so released), without recourse upon or warranty by the Administrative Agent, and at the sole expense of the Grantor, to the Grantor, against receipt therefor, all of the Administrative Agent's rights and interests in the Patent and Trademark Collateral (if any) as shall not have been sold or otherwise applied by the Agent pursuant to the terms of the Security Agreement and not theretofore released to the Grantor, together with appropriate instruments of release.

SECTION 6. Counterparts. This Patent and Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Patent and Trademark Security Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Patent and Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Patent and Trademark Security Agreement.

SECTION 7. Notices. All notices, demands, consents, statements, requests, approvals or other communications which are permitted or required to be given by either party to the other hereunder shall be in writing and shall be given as provided in Section 9.01 of the Credit Agreement.

SECTION 8. Modifications. This Patent and Trademark Security Agreement cannot be modified, changed or discharged except by an agreement in writing signed by the Grantor and the Administrative Agent.

SECTION 9. Oral Agreements. ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (GRANTOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

SECTION 10. Applicable Law. THIS PATENT AND TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MISSOURI.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEWO CORPORATION

By: Paul Green
Name: Paul Green
Title: CFO & Secretary

ACCEPTED AND AGREED:

MOLAG DPI, LLC

By: Missouri Local Government Employees Retirement System, its sole member

By: _____
Name: Brian K. Collett
Title: Chief Investment Officer

ACKNOWLEDGEMENT OF GRANTOR

STATE OF MISSOURI)
CITY) ss.
COUNTY OF ST. LOUIS)

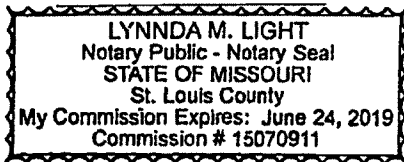
On this 29th day of September, 2016, before me personally appeared Paul Green to me personally known, who, being by duly sworn, did say that he is the CEO/Secretary of NEWO CORPORATION, a California corporation dba Amped Wireless, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Paul Green acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Lynnda M. Light
Notary Public

My Commission expires:

6/24/2019



ACKNOWLEDGEMENT TO SENIOR SUBORDINATED
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005948 FRAME: 0539

IN WITNESS WHEREOF, the Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


NEWO CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

MOLAG DPI, LLC

By: Missouri Local Government Employees Retirement System, its sole member

By: 
Name: Brian K. Collett
Title: Chief Investment Officer

SCHEDULE I

TRADEMARK APPLICATIONS:

None

REGISTERED TRADEMARKS:

| Loan Party or Subsidiary | Trademark | Registration Date | Registration Number | Country |
|-------------------------------------|------------------|------------------------------|----------------------------|----------------|
| Newo Corporation | Amped Wireless | | 4001707 | U.S. |
| Newo Corporation | Amped Wireless | | 1170810 | Spain |

COMMON LAW TRADEMARKS:

None

TRADE NAMES:

| Name of Grantor | Trade Name(s) |
|------------------------|----------------------|
| Newo Corporation | Amped Wireless |

PATENT APPLICATIONS:

None

PATENTS:

None

LICENSE AGREEMENTS:

| Name of Grantor | Name of Agreement | Date of Agreement | Parties to Agreement |
|------------------------|---|--------------------------|---|
| Newo Corporation | Kalay Service and License Agreement | April 8, 2016 | Newo Corporation Through Tek Co., Ltd. |
| Newo Corporation | Limited Use Agreement | November 25, 2014 | Newo Corporation and Qualcomm Atheros, Inc. |
| Newo Corporation | Software License Agreement | September 30, 2015 | Newo Corporation and Paragon Software Group Corporation |
| Newo Corporation | Master OEM Agreement | May 23, 2016 | Newo Corporation and AVG Netherlands B.V. |
| Newo Corporation | Settlement and License Agreement | September 10, 2015 | Newo Corporation and Frequency Systems, LLC |
| Newo Corporation | Settlement and Patent License Agreement | June 17, 2015 | Newo Corporation and IOdapt, LLC |
| Newo Corporation | Settlement and Patent License Agreement | June 16, 2014 | Newo Corporation and Innovative Wireless Solutions, LLC |
| Newo Corporation | Settlement Agreement | March 31, 2015 | Newo Corporation and Wetrolan LLC |
| Newo Corporation | Settlement and Non-Exclusive Patent License Agreement | June 7, 2016 | Newo Corporation and Magnacross LLC |
| Newo Corporation | Technology License Agreement | December 20, 2014 | Newo Corporation and Qualcomm Atheros, Inc. |
| Newo Corporation | License Agreement | | Newo Corporation and GSI US |
| Newo Corporation | License Agreement | July 16, 2013 | Newo Corporation and Ziff Davis, Inc. |