

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PANTERRA NETWORKS, INC.		12/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PARTNERS FOR GROWTH IV, L.P.		
Street Address:	1660 TIBURON BLVD.		
Internal Address:	SUITE D		
City:	TIBURON		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4139346	WORLDSMART	
Registration Number:	4835319	PANTERRA NETWORKS	
Registration Number:	4577098	SMARTBOX	
CORRESPONDENCE DATA			
Fax Number:	4157385371		
<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:	415-381-3283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 Laguna Rd		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		
DATE SIGNED:	12/14/2016		
Total Attachments: 3			
source=2016-12 - PanTerra Trademark Collateral Notice#page1.tif			
source=2016-12 - PanTerra Trademark Collateral Notice#page2.tif			

OP \$90.00 4139346

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of December 14, 2016 ("Trademark Agreement"), is between PanTerra Networks, Inc., a Delaware corporation with its principal place of business at 4655 Old Ironsides Drive, Suite 300, Santa Clara CA 95054 ("Assignor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, CA 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit I hereto (the "Marks"); and

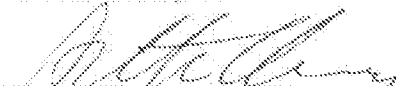
WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;


NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

PanTerra Networks, Inc.

By 
Chief Executive Officer

By 
Chief Financial Officer

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth IV, LLC
Its General Partner

TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of December 14, 2016 ("Trademark Agreement"), is between PanTerra Networks, Inc., a Delaware corporation with its principal place of business at 4655 Old Ironsides Drive, Suite 300, Santa Clara CA 95054 ("Assignor") and Partners for Growth IV, L.P., 1660 Tiburon Blvd., Suite D, Tiburon, CA 94920 ("Assignee") pursuant to a Loan and Security Agreement, an Intellectual Property Security Agreement of even date herewith by and among Assignor and Assignee (the "IP Security Agreement") and certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in the IP Security Agreement in favor of the Assignee, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

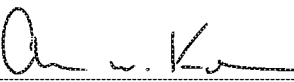
PanTerra Networks, Inc.

By _____
Chief Executive Officer

By _____
Chief Financial Officer

Assignee:

PARTNERS FOR GROWTH IV, L.P.

By  _____

Name: Andrew Kahn

Title: Manager, Partners for Growth IV, LLC
Its General Partner

EXHIBIT 1
PanTerra Networks, Inc.

Trademark Schedule

Serial Number - Registration Number	Date	Mark	Owner
4,139,346	5/8/2012	WorldSmart	PanTerra Networks, Inc.
4,835,319	10/20/2015	PanTerra Networks	PanTerra Networks, Inc.
4,577,098	7/29/2014	SmartBox	PanTerra Networks, Inc.