

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410725

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Altierre Corporation		12/30/2016	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Trinity Capital Fund III, L.P.		
Street Address:	2121 West Chandler Boulevard, Suite 103		
City:	Chandler		
State/Country:	ARIZONA		
Postal Code:	85224		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4056519	ALTIERRE	
Registration Number:	4525972	BEYOND RFID	
Registration Number:	4990519	DIGITAL RETAIL	
Registration Number:	4668852	ITAG	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	058488-0015.		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	12/30/2016		
Total Attachments: 10			
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page1.tif			

OP \$115.00 4056519

source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page2.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page3.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page4.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page5.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page6.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page7.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page8.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page9.tif
source=Altierre - Intellectual Property Security Agreement EXECUTION(74895060_4_US-DOCS) (4)#page10.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") dated as of December 30, 2016, is made by Altierre Corporation, a California corporation (the "Grantor"), in favor of Trinity Capital Fund III, L.P. (the "Lender").

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Lender, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender for its benefit a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender for its benefit a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions, re-examination certificates, utility models, and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Lender.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of the parties hereto and their respective successors and assigns. Grantor shall not assign its obligations under this Agreement without Lender's express prior written consent, and any such attempted assignment shall be void and of no effect. Lender may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement without prior notice to Grantor, and all of such rights shall inure to the benefit of Lender's successors and assigns.

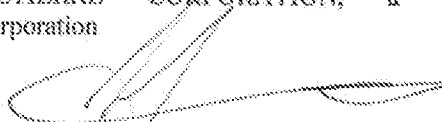
6. Governing Law. This Agreement has been negotiated and delivered to Lender in the State of California, and shall have been accepted by Lender in the State of California. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ALTIERRE CORPORATION, a California corporation



By: SUNIT SAXENA

Title: CEO

LENDER:

TRINITY CAPITAL FUND III, L. P., a Delaware limited partnership, as lender

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.


GRANTOR:

ALTIERRE CORPORATION, a California corporation

By: _____
Title: _____

LENDER:

TRINITY CAPITAL FUND III, L. P., a Delaware limited partnership, as lender



By: Steven L. Brown
Title: Manager of the G.P.

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

See Attached List of Patents

ALLTERRE PATENT PORTFOLIO SUMMARY

Date: December 23, 2016

Title/Subject Matter	Case Type Country	Appl'n Serial No. Filing Date	Patent No. Issue Date	Status Due
AN ERROR FREE METHOD FOR WIRELESS DISPLAY TAG INITIALIZATION	Utility US	11/019,660 12/20/2004	8,517,265 8/27/2013	Issued.
WIRELESS DISPLAY TAG	Utility US	11/019,978 12/20/2004	8,061,600 11-22-2011	Issued.
WIRELESS DISPLAY TAG (WDT) USING ACTIVE AND BACKSCATTER TRANSCIEVERS	Utility US	11/019,976 12/20/2004	7,604,167 10/20/2009	Issued.
WIRELESS DISPLAY TAG (WDT) USING ACTIVE AND BACKSCATTER TRANSCIEVERS	CON US	12/581,502 10/19/2009	8,313,025 11/20/2012	Issued.
PCT WDT USING ACTIVE AND BACKSCATTER TRANSCIEVERS	PCT	US2004/043010 12/20/2004		
WIRELESS DISPLAY (WDT) USING ACTIVE AND BACKSCATTER	Foreign EPO	04815126 12/20/2004	1702201 4-8-2015	Issued. Validated in UK, Germany, Italy and France.
WIRELESS DISPLAY TAG (WDT) USING ACTIVE AND BACKSCATTER TRANSCIEVERS	Foreign Japan	2006-545588 12/20/2004	4809241 8-26-2011	Issued.
RF BACKSCATTER TRANSMISSION WITH ZERO DC POWER CONSUMPTION	Utility US	11/019,494 12/20/2004	7,369,019 5/6/2008	Issued.
RF BACKSCATTER TRANSMISSION WITH ZERO DC POWER CONSUMPTION	PCT	US2004/043014 12/20/2004		Converted into individual foreign country filings
RF BACKSCATTER TRANSMISSION WITH ZERO DC POWER CONSUMPTION	Foreign Japan	2006-545589 Filed: 6/19/2006	5259958 5-2-2013	Issued.
LOW POWER WIRELESS DISPLAY TAG SYSTEMS AND METHODS	Utility US	11/019,705 12/20/2004	7,090,125 8/15/2006	Issued.
LOW POWER WIRELESS DISPLAY TAG SYSTEMS AND METHODS	US CON	11/504,262 8/14/2006	7,600,681 10/13/2009	Issued
LOW POWER WIRELESS DISPLAY TAG (WDT) SYSTEMS AND METHODS	PCT	US2004/043009 12/20/2004		Converted into individual foreign country filings
LOW POWER WIRELESS DISPLAY TAG	Foreign EPO	04815125.2 12/20/2004		Pending.
LOW POWER WIRELESS DISPLAY TAG (WDT) SYSTEMS AND METHODS	Foreign Japan	2006-545587 12/20/2004	4795970 10/13/2009	Issued.

ALTIERRE PATENT PORTFOLIO SUMMARY

Date: December 23, 2016

Title/Subject Matter	Case Type Country	Appl'n Serial No. Filing Date	Patent No. Issue Date	Status Due
MULTI-USER WIRELESS DISPLAY TAG INFRASTRUCTURE AND METHODS	Utility US	11/019,916 12/20/2004	7,413,121 8/19/2008	Issued.
MULTI-USER WIRELESS DISPLAY TAG INFRASTRUCTURE AND METHODS	US CON	12/035,402 2/21/2008	8,070,062 12/6/2011	Issued.
See above.	US DIV	13/070,016 3/23/2011	8,870,056 10-28-2014	Issued.
See above.	US DIV	14,525,150 10/24/2014		Pending.
MULTI-USER WIRELESS DISPLAY TAG INFRASTRUCTURE METHODS	Foreign Japan	2006-545578 12/20/2004	4865567 11-18-2011	Issued.
DISPLAY DESIGNS AND AUXILIARY PROMOTIONAL MECHANISMS FOR ELECTRONIC LABELS	Utility US	15/011,468 9/15/2006		Pending.
Differentiated Far Field and Near Field Attention Garnering Device (GLO BAR)	US	11/945,227 11/26/2007		Pending.
Bistable Display Device and Method (ABD)	US	11/945,230 11/26/2007	7,771,614 8/10/2010	Issued.
Shelf Edge Rail Device and Method	US	11/945,231 11/26/2007		Pending.
Range Configurable Beacon Based Device....	US	14/795,739 7-9-2015		Pending.
Range Configurable Beacon Based Device....	PCT	US15/39786 7-9-2015		Pending.

EXHIBIT C

Trademarks

1. ALTIERRE	4056519	United States of America	15-Nov-2011
2. BEYOND RFID	4525972	United States of America	06-May-2014
3. DIGITAL RETAIL	4990519	United States of America	28-Jun-2016
4. iTag	4668852	United States of America	06-Jan-2015

EXHIBIT D

Mask Works

12/21/2016				
Fab	Altierre Mask Name	Altierre Component Name	Fab Reference	Status
UMC	ALT0400	CC1	FAB8C	Discontinued
UMC	ALT410C	CC2	FAB8C	Discontinued
UMC	ALT0420_BF	CC3	FAB8C	Discontinued
UMC	ALT0430_BD	CC4	FAB8C	Active
UMC	ALT0431_AC	CC4u	FAB8C	In bring up
TSMC	DD1DO_LP	DD1DO-LP	TMDS86	Active
Tower	ALT0540AD	DD4	FAB2	Discontinued
Tower	ALT0540BA	DD4	FAB5	In Progress
Tower	ALT0541AA	DD5	FAB2	In Progress
UMC	ALT0201	ASPEN	FAB8C	In Progress