

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM425381

|   |                                      |                       |   |
|---|--------------------------------------|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                       |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                    |                       |   |
| <b>CONVEYING PARTY DATA</b>   |                                      |                       |   |
| <b>Name</b>   | <b>Formerly</b>                      | <b>Execution Date</b> | <b>Entity Type</b>                          |
| Silent Circle, LLC  |                                      | 03/28/2017            | Limited Liability Company:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |                                      |                       |   |
| <b>Name:</b>  | CryptoComm Partners, L.P. (Class B)  |                       |   |
| <b>Street Address:</b>  | Two Harrison Street, Suite 180       |                       |   |
| <b>City:</b>  | San Francisco                        |                       |   |
| <b>State/Country:</b>   | CALIFORNIA                           |                       |   |
| <b>Postal Code:</b>   | 94105                                |                       |   |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE        |                       |   |
| <b>PROPERTY NUMBERS Total: 8</b>  |                                      |                       |   |
| <b>Property Type</b>  | <b>Number</b>                        | <b>Word Mark</b>      |   |
| <b>Serial Number:</b>   | 85669165                             | SILENT CIRCLE         |   |
| <b>Serial Number:</b>   | 85870190                             | SILENT TEXT           |   |
| <b>Serial Number:</b>   | 86330591                             | SILENT PHONE          |   |
| <b>Serial Number:</b>   | 86478158                             | SILENT WORLD          |   |
| <b>Serial Number:</b>   | 86478164                             | SILENT SUITE          |   |
| <b>Serial Number:</b>   | 86754459                             | SILENT CIRCLE         |   |
| <b>Serial Number:</b>   | 86754484                             | SC                    |   |
| <b>Serial Number:</b>   | 87099052                             | SCIRCLE               |   |
| <b>CORRESPONDENCE DATA</b>  |                                      |                       |   |
| <b>Fax Number:</b>  |                                      |                       |   |
| <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> |                                      |                       |   |
| <b>Email:</b>   | christina.phister@apks.com           |                       |   |
| <b>Correspondent Name:</b>  | Arnold & Porter Kaye Scholer LLP     |                       |   |
| <b>Address Line 1:</b>  | Three Embarcadero Center, 10th Floor |                       |   |
| <b>Address Line 4:</b>  | San Francisco, CALIFORNIA 94111      |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 0100773.00002                        |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Christina phister                    |                       |   |

CH \$215.00 85669165

|   |                     |
|---|---------------------|
| <b>SIGNATURE:</b>   | /Christina Phister/ |
| <b>DATE SIGNED:</b>   | 04/27/2017          |
| <b>Total Attachments: 9</b><br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page1.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page2.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page3.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page4.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page5.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page6.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page7.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page8.tif<br>source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page9.tif |                     |

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of March 28, 2017, is made by and among Silent Circle, LLC, a Nevis limited liability company (the "**Borrower**"), and the guarantors listed on the signature pages hereto (together with the Borrower, the "**Grantors**") in favor of CryptoComm Partners, L.P. (Class B) (the "**Collateral Agent**"), as collateral agent for the secured parties under the Note Agreement referred to below (the "**Secured Parties**").

WHEREAS, the Borrower has entered into a Note and Warrant Purchase Agreement, dated as of March 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Note Agreement**"), with the purchasers (the "**Noteholders**") party thereto.

WHEREAS, as a condition precedent to the purchasing of certain secured promissory notes by the Noteholders under the Note Agreement, each Grantor has executed and delivered to the Collateral Agent that certain Security Agreement dated as of March 28, 2017, made by and among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, the Grantors (other than Borrower) have entered into a Guaranty dated as of March 28, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Guaranty**"), with the Collateral Agent pursuant to which they have guaranteed the Secured Obligations under the Note Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (the "**IP Collateral**");

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the "**Patents**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications and copyright registrations and applications exclusively licensed to each Grantor set forth in **Schedule 3** hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

provided, that the IP Collateral shall not include any Excluded Property.

2. **Recordation.** Each 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 IP Security Agreement upon request by the Collateral Agent.

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

4. **Execution in Counterparts.** This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. **Successors and Assigns.** This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

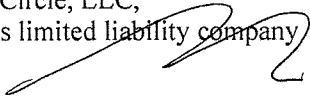
6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

BORROWER:

Silent Circle, LLC,  
a Nevis limited liability company

By: \_\_\_\_\_

Name: Gregg Smith  
Title: Chief Executive Officer

Address for Notices: c/o Silent Circle Inc.  
4210 Fairfax Corner West Avenue, Suite 215  
Fairfax, VA 22033

GUARANTOR:

Silent Circle Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Name: Gregg Smith  
Title: Chief Executive Officer

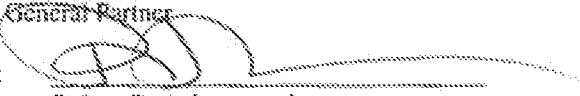
Address for Notices: c/o Silent Circle Inc.  
4210 Fairfax Corner West Avenue, Suite 215  
Fairfax, VA 22033

AGREED TO AND ACCEPTED:

COLLATERAL AGENT:

CryptoComm Partners, L.P.,  
a Delaware limited partnership  
(Class B)

By: CryptoComm Partners Management LLC,  
a Delaware limited liability company  
Its: General Partner

By:   
Robert R. Ackerman, Jr.  
Managing Member

[Signature Page to IP Security Agreement]

# **SCHEDULE 1**

## **PATENTS AND PATENT APPLICATIONS**

| <b>Name</b>  | <b>Countries<br/>Registered</b> | <b>Register<br/>reference</b> | <b>Status</b>                  | <b>Registrant</b>  |
|--|---------------------------------|-------------------------------|--------------------------------|--------------------|
| Account Recovery with<br>Durable Code  | USA                             | 1497407                       | Filed                          | Silent Circle Inc. |
| Inverse Sliding Menu   | USA                             | 14867136                      | Filed                          | Silent Circle Inc. |
| Inverse Sliding Menu   | EU                              | 15 187 155.5                  | Filed                          | Silent Circle Inc. |
| Method for Indicating<br>Authentication Decisions<br>Devices including a privacy<br>switch | USA<br><br>USA                  | 62/161,409<br><br>15/373,083  | Filed-Provisional<br><br>Filed | Silent Circle Inc. |

## SCHEDULE 2

### TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark                           | Countries Registered  | Register reference | Status     | Registrant         |
|--------------------------------|---|--------------------|------------|--------------------|
| SILENT CIRCLE in CTM           | European Community  | 13072665           | Registered | Silent Circle Inc. |
| SILENT PHONE in CTM            | European Community  | 13076294           | Registered | Silent Circle Inc. |
| SILENT TEXT in CTM             | European Community  | 13076179           | Registered | Silent Circle Inc. |
| SILENT CIRCLE (word)           | United States   | 85669165           | Registered | Silent Circle Inc. |
| SILENT TEXT (Reg. No. 4442820) | United States   | 85870190           | Registered | Silent Circle Inc. |
| SILENT PHONE                   | United States   | 86330591           | Registered | Silent Circle Inc. |
| SILENT WORLD                   | United States   | 86478158           | Registered | Silent Circle Inc. |
| SILENT SUITE                   | United States   | 86478164           | Allowed    | Silent Circle Inc. |
| SILENT PHONE                   | Brazil  | 908842082          | Published  | Silent Circle Inc. |
| SILENT PHONE                   | Canada  | 1709982            | Registered | Silent Circle Inc. |
| SILENT PHONE                   | Hong Kong   | 303261537          | Registered | Silent Circle Inc. |
| SILENT PHONE                   | International Protocol (Madrid) - Extended: AL, BH, CN, EG, EU, IL, JP, KE, KR, LI, MC, MK, MX, NO, OM, SG, TR, UA / Not Extended: IR, PH | A0047477           | Registered | Silent Circle Inc. |
| SILENT PHONE                   | Jordan  | 138921             | Registered | Silent Circle Inc. |
| SILENT PHONE                   | Saudi Arabia  | 1436009122         | Registered | Silent Circle Inc. |
| SILENT PHONE                   | United Arab Emirates  | 226558             | Published  | Silent Circle Inc. |
| SILENT CIRCLE in U.S. (II)     | United States   | 86754459           | Pending    | Silent Circle Inc. |
| SILENT CIRCLE & Design U.S.    | United States   | 86754484           | Pending    | Silent Circle Inc. |
| SILENT PHONE in Macau          | Macau   | N/99511            | Published  | Silent Circle Inc. |
| SILENT TEXT in Madrid          | International Protocol (Madrid) - Extended: KR, SG  | A0050098           | Registered | Silent Circle Inc. |



| Mark                             | Countries Registered  | Register reference | Status     | Registrant         |
|----------------------------------|---|--------------------|------------|--------------------|
|                                  | / Not Extended: PH  |                    |            |                    |
| SC Design                        | International Protocol (Madrid) - Extended: CH, CO, EU, KR, MX, SG / Not Extended: PH | A0053441           | Registered | Silent Circle Inc. |
| SILENT CIRCLE (II) Madrid        | International Protocol (Madrid) - Extended: CH, CO, EU, KR, MX, SG / Not Extended: PH | A0053439           | Registered | Silent Circle Inc. |
| SILENT CIRCLE (II) Hong Kong     | Hong Kong   | 303427146          | Registered | Silent Circle Inc. |
| SILENT CIRCLE (II) Macau         | Macau   | N/100184           | Registered | Silent Circle Inc. |
| SILENT CIRCLE & Design Hong Kong | Hong Kong   | 303427155          | Registered | Silent Circle Inc. |
| SILENT CIRCLE & Design Macau     | Macau   | N/100188           | Published  | Silent Circle Inc. |
| SILENT TEXT in Hong Kong         | Hong Kong   | 303410595          | Registered | Silent Circle Inc. |
| SILENT TEXT in Macau             | Macau   | N/99512            | Published  | Silent Circle Inc. |
| SILENT CIRCLE II Macau Cl 35     | Macau   | N/100185           | Registered | Silent Circle Inc. |
| SILENT CIRCLE II Macau Cl 38     | Macau   | N/100186           | Registered | Silent Circle Inc. |
| SILENT CIRCLE II Macau Cl 42     | Macau   | N/100187           | Registered | Silent Circle Inc. |
| SC Design Macau Cl 35            | Macau   | N/100189           | Published  | Silent Circle Inc. |
| SC Design Macau Cl 38            | Macau   | N/100190           | Published  | Silent Circle Inc. |
| SC Design Macau Cl 42            | Macau   | N/100191           | Published  | Silent Circle Inc. |
| SILENT WORLD Hong Kong           | Hong Kong   | 303435886          | Registered | Silent Circle Inc. |
| SILENT WORLD                     | Macau   | N/100570           | Registered | Silent Circle Inc. |
| SILENT WORLD Madrid              | International Protocol (Madrid) - Extended: KR, SG / Not Extended: PH                 | A0050928           | Registered | Silent Circle Inc. |

| Mark                   | Countries Registered  | Register reference | Status     | Registrant         |
|------------------------|---|--------------------|------------|--------------------|
| SILENT WORLD Sri Lanka | Sri Lanka   | 198249             | Pending    | Silent Circle Inc. |
| SILENT SUITE Hong Kong | Hong Kong   | 303435895          | Registered | Silent Circle Inc. |
| SILENT SUITE           | Macau   | N/100571           | Registered | Silent Circle Inc. |
| SILENT SUITE Madrid    | International Protocol (Madrid) - Extended: KR, SG / Not Extended: PH | A0050929           | Registered | Silent Circle Inc. |
| SILENT SUITE Sri Lanka | Sri Lanka   | 198250             | Pending    | Silent Circle Inc. |
| Scircle (word)         | United States   | 87099052           | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Chile   | 1233611            | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Costa Rica  |                    | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Guatemala   |                    | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Guatemala   |                    | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Guatemala   |                    | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Honduras  | 49081/2016         | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Honduras  | 49082/2016         | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Honduras  | 49083/2016         | Pending    | Silent Circle Inc. |
| SILENT CIRCLE          | Nicaragua   |                    | Pending    | Silent Circle Inc. |
| SILENT PHONE           | Chile   | 1233613            | Pending    | Silent Circle Inc. |
| SILENT PHONE           | Dominican Republic  |                    | Pending    | Silent Circle Inc. |
| SILENT PHONE           | El Salvador   |                    | Pending    | Silent Circle Inc. |
| SILENT PHONE           | Guatemala   |                    | Pending    | Silent Circle Inc. |
| SILENT PHONE           | Honduras  | 49085/2016         | Pending    | Silent Circle Inc. |
| SILENT PHONE           | Nicaragua   |                    | Pending    | Silent Circle Inc. |

**SCHEDULE 3**  
**COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None