

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425473

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Airstrip IP Holdings, LLC		04/28/2017	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	NantWorks, LLC
<b>Street Address:</b>	9920 Jefferson Blvd.
<b>City:</b>	Culver City
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90403
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	86073057	AIRSTRIP ONE
Serial Number:	86073047	AIRSTRIP ONE
Serial Number:	86073014	ONE
Serial Number:	86273553	AIRSTRIP ONE
Serial Number:	86273551	AIRSTRIP
Serial Number:	86273550	AIRSTRIP ONE
Serial Number:	86273544	AIRSTRIP
Serial Number:	86073017	ONE
Serial Number:	86073009	ONE
Serial Number:	86073003	ONE
Serial Number:	86073001	ONE
Registration Number:	4773491	AIRSTRIP ONE
Registration Number:	4773490	AIRSTRIP ONE
Registration Number:	4676285	AIRSTRIP ONE
Registration Number:	4657376	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4657374	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4654015	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4654014	HEALTHCARE TRANSFORMATION IS IN THE AIR
Registration Number:	4433758	AIRSTRIP ONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4522783	AIRSTRIP ONE
Registration Number:	4433757	AIRSTRIP ONE
Registration Number:	4433756	AIRSTRIP ONE
Registration Number:	4433755	AIRSTRIP ONE
Registration Number:	4433551	AIRSTRIP
Registration Number:	4518486	AIRSTRIP
Registration Number:	4433550	AIRSTRIP
Registration Number:	4433549	AIRSTRIP
Registration Number:	4433548	AIRSTRIP
Registration Number:	4070263	

**CORRESPONDENCE DATA**

Fax Number: 8772402150

*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: 3233147881

Email: scott@scottlandsbaum.com

Correspondent Name: Scott Landsbaum

Address Line 1: 8306 Wilshire Blvd. Ste 420

Address Line 4: Beverly Hills, CALIFORNIA 90211

<b>NAME OF SUBMITTER:</b>	Scott Landsbaum
<b>SIGNATURE:</b>	/Scott Landsbaum/
<b>DATE SIGNED:</b>	04/28/2017

**Total Attachments: 6**  
source=Trademark Collateral Assignment and Security Agreement (AirStrip) (Executed)#page1.tif  
source=Trademark Collateral Assignment and Security Agreement (AirStrip) (Executed)#page2.tif  
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source=Trademark Collateral Assignment and Security Agreement (AirStrip) (Executed)#page6.tif

**TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT dated as of April 28, 2017, between AIRSTRIP IP HOLDINGS, LLC, a Texas limited liability company (“Assignor”), and NANTWORKS, LLC, a Delaware limited liability company, as Agent for certain Lenders as defined in the Loan and Security Agreement (as such terms are hereinafter defined) (together with its successors and assigns, “Agent”).

WHEREAS, the Assignor is the owner of the Trademarks (as defined in the Loan and Security Agreement referenced herein) including those listed on Schedule A hereto; and

WHEREAS, Assignor, Agent, certain other Borrowers and certain other Lenders are party to that certain Loan and Security Agreement of even date herewith (as the same may be hereafter amended, modified, substituted, extended or restated, from time to time, the “Loan and Security Agreement”);

WHEREAS, it is a condition precedent to the Lenders making any loans or otherwise extending credit to the Assignor under the Loan and Security Agreement that the Assignor execute and deliver to Agent this Trademark Agreement (as defined below);

WHEREAS, the Assignor has granted to Secured Parties (as defined below) a security interest in certain of the Assignor’s personal property and fixture assets, including without limitation the Trademarks (as defined in the Loan and Security Agreement) including those listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan and Security Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan and Security Agreement and other Loan Documents;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan and Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement:

**Proceeds.** Any consideration received from the sale, exchange, license, lease or other disposition or transfer of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral, any value received as a consequence of the ownership, possession, use or practice of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction or the loss, theft or other

involuntary conversion of whatever nature of any right, interest, asset or property which constitutes all or any part of the Trademark Collateral.

**PTO.** The United States Patent and Trademark Office.

**Trademark Agreement.** This Trademark Collateral Assignment and Security Agreement, as amended and in effect from time to time.

**Trademark Collateral.** All of the Assignor's right, title and interest in and to all of the Trademarks (as defined in the Loan and Security Agreement), including those listed on Schedule A attached hereto, the Trademark Rights and Proceeds therein.

**Trademark Rights.** Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law, or otherwise, including but not limited to the following: (i) the right (but not the obligation) to register claims under any federal, state or foreign Trademark law or regulation, (ii) the right (but not the obligation) to sue or bring opposition or bring cancellation proceedings in the name of the Assignor or the Secured Parties for any and all past, present and future infringements of or any other damages or injury to the Trademarks, (iii) the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, damage or injury, (iv) the right (but not the obligation) to license rights to the Trademarks, including those listed on Schedule A to third parties, and (v) the right (but not the obligation) to make and prosecute applications or renewals of Trademarks, including those listed on Schedule A.

**Secured Parties.** Collectively, the Lenders, the Agent and any other holder from time to time of the Obligations or any part thereof.

**2. Grant of Security Interest.** To secure the payment and performance in full of all of the Obligations, the Assignor hereby grants and collaterally assigns to the Secured Parties, A CONTINUING SECURITY INTEREST IN all of the Trademark Collateral. THE SECURED PARTIES ASSUME NO LIABILITY ARISING IN ANY WAY BY REASON OF THEIR HOLDING SUCH COLLATERAL SECURITY AND ASSUMES NO OBLIGATIONS UNDER ANY AGREEMENT TO WHICH THE ASSIGNOR IS A PARTY RELATING TO THE TRADEMARKS.

**3. Acknowledgement of Loan and Security Agreement.** This Trademark Agreement has been executed and delivered by the Assignor for the purpose of recording the grant of security interest herein with the PTO. The security interest granted hereby has been granted to the Secured Parties, in connection with the Loan and Security Agreement and is expressly subject to the terms and conditions thereof. The Loan and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by

reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Agreement and the terms of the Loan and Security Agreement, the terms of the Loan and Security Agreement shall govern.

**4. Termination.** On the Termination Date, this Trademark Agreement shall terminate and the Secured Parties shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Trademark Collateral previously granted, assigned, transferred and conveyed to the Secured Parties by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof which may have been made by the Secured Parties pursuant hereto or the Loan and Security Agreement.

[signatures on next page]

SIGNATURE PAGE TO TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day  
and year first above written.

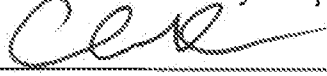
"ASSIGNOR"

AIRSTRIP IP HOLDINGS, LLC,  
a Texas limited liability company

By: \_\_\_\_\_  
Name: Angela M. New  
Title: CEO

"AGENT"

NANTWORKS, LLC,  
a Delaware limited liability company

By: 

Name: CHARLES KIM

Title: VP & CHIEF LEGAL OFFICER

**SCHEDULE A**

**Trademarks and Trademark Applications**

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	86073057		AIRSTRIP ONE	TSDR	LIVE
2	86073047		AIRSTRIP ONE	TSDR	LIVE
3	86073014		ONE	TSDR	LIVE
4	86273553		AIRSTRIP ONE	TSDR	LIVE
5	86273551		AIRSTRIP	TSDR	LIVE
6	86273550		AIRSTRIP ONE	TSDR	LIVE
7	86273544		AIRSTRIP	TSDR	LIVE
8	86073017		ONE	TSDR	LIVE
9	86073009		ONE	TSDR	LIVE
10	86073003		ONE	TSDR	LIVE
11	86073001	4960624	ONE	TSDR	LIVE
12	86073051	4773491	AIRSTRIP ONE	TSDR	LIVE
13	86073050	4773490	AIRSTRIP ONE	TSDR	LIVE
14	86073042	4676285	AIRSTRIP ONE	TSDR	LIVE
15	86073081	4657376	HEALTHCARE TRANSFORMATION IS IN THE AIR	TSDR	LIVE
16	86073071	4657374	HEALTHCARE TRANSFORMATION IS IN THE AIR	TSDR	LIVE
17	86073084	4654015	HEALTHCARE TRANSFORMATION IS IN THE AIR	TSDR	LIVE
18	86073073	4654014	HEALTHCARE TRANSFORMATION IS IN THE AIR	TSDR	LIVE
19	85753316	4433758	AIRSTRIP ONE	TSDR	LIVE
20	85753312	4522783	AIRSTRIP ONE	TSDR	LIVE
21	85753310	4433757	AIRSTRIP ONE	TSDR	LIVE
22	85753307	4433756	AIRSTRIP ONE	TSDR	LIVE
23	85753306	4433755	AIRSTRIP ONE	TSDR	LIVE
24	85681514	4433551	AIRSTRIP	TSDR	LIVE
25	85681511	4518486	AIRSTRIP	TSDR	LIVE
26	85681507	4433550	AIRSTRIP	TSDR	LIVE
27	85681505	4433549	AIRSTRIP	TSDR	LIVE
28	85681501	4433548	AIRSTRIP	TSDR	LIVE
29	85304776	4070263		TSDR	LIVE