

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM428497

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the Conveying Party Data, the Receiving Party Data and the docket number previously recorded on Reel 006043 Frame 0654. Assignor(s) hereby confirms the correction to the Conveying Party Data, the Receiving Party Data and the docket number.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SILENT CIRCLE, LLC		03/28/2017	Limited Liability Company: SAINT KITTS AND NEVIS
SILENT CIRCLE INC.		03/28/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CryptoComm Partners, L.P. (Class B), As Collateral Agent		
Street Address:	TWO HARRISON STREET, SUITE 180		
City:	SAN FRANCISCO		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85669165	SILENT CIRCLE	
Serial Number:	85870190	SILENT TEXT	
Serial Number:	86330591	SILENT PHONE	
Serial Number:	86478158	SILENT WORLD	
Serial Number:	86478164	SILENT SUITE	
Serial Number:	86754459	SILENT CIRCLE	
Serial Number:	86754484	SC	
Serial Number:	87099052	SCIRCLE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	christina.phister@apks.com		
Correspondent Name:	Arnold & Porter Kaye Scholer LLP		
Address Line 1:	THREE EMBARCADERO CENTER, 10TH FLOOR		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		

OP \$215.00 85669165

ATTORNEY DOCKET NUMBER:	CryptoComm
NAME OF SUBMITTER:	Christina Phister
SIGNATURE:	/Christina Phister/
DATE SIGNED:	05/22/2017

Total Attachments: 13

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TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	SECURITY INTEREST																											
CONVEYING PARTY DATA																												
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Address Line 1: Three Embarcadero Center, 10th Floor																												
Address Line 4: San Francisco, CALIFORNIA 94111																												

TRADEMARK**REEL: 006071 FRAME: 0260**

ATTORNEY DOCKET NUMBER:	0100773.00002
NAME OF SUBMITTER:	Christina phister
Signature:	/Christina Phister/
Date:	04/27/2017
Total Attachments: 9 source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page1.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page2.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page3.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page4.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page5.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page6.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page7.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page8.tif source=Executed IP Security Agreement - Complete and Dated_(WEST_37696026_1)#page9.tif	
RECEIPT INFORMATION ETAS ID: TM425381 Receipt Date: 04/27/2017 Fee Amount: \$215	

TRADEMARK

REEL: 006071 FRAME: 0261



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

APRIL 28, 2017

PTAS

ARNOLD & PORTER KAYE SCHOLER LLP
THREE EMBARCADERO CENTERE, 10TH FLOOR
SAN FRANCISCO, CA 94111

900403990

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/27/2017

REEL/FRAME: 6043/0654
NUMBER OF PAGES: 11

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 0100773.00002

ASSIGNOR:

SILENT CIRCLE, LLC

DOC DATE: 03/28/2017

CITIZENSHIP: UNITED STATES

ENTITY: LIMITED LIABILITY COMPANY

ASSIGNEE:

CRYPTOCOMM PARTNERS, L.P. (CLASS B)

CITIZENSHIP: DELAWARE

ENTITY: LIMITED PARTNERSHIP

TWO HARRISON STREET, SUITE 180
SAN FRANCISCO, CALIFORNIA 94105

SERIAL NUMBER: 85669165

REGISTRATION NUMBER: 4390709

MARK: SILENT CIRCLE

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/05/2012

REGISTRATION DATE: 08/27/2013

SERIAL NUMBER: 85870190

REGISTRATION NUMBER: 4442820

MARK: SILENT TEXT

DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 03/07/2013

REGISTRATION DATE: 12/03/2013

SERIAL NUMBER: 86330591
REGISTRATION NUMBER: 4823386
MARK: SILENT PHONE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/08/2014
REGISTRATION DATE: 09/29/2015

SERIAL NUMBER: 86478158
REGISTRATION NUMBER: 4974116
MARK: SILENT WORLD
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/11/2014
REGISTRATION DATE: 06/07/2016

SERIAL NUMBER: 86478164
REGISTRATION NUMBER:
MARK: SILENT SUITE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 12/11/2014
REGISTRATION DATE:

SERIAL NUMBER: 86754459
REGISTRATION NUMBER:
MARK: SILENT CIRCLE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 09/11/2015
REGISTRATION DATE:

SERIAL NUMBER: 86754484
REGISTRATION NUMBER:
MARK: SC
DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN
STYLIZED FORM

FILING DATE: 09/11/2015
REGISTRATION DATE:

SERIAL NUMBER: 87099052
REGISTRATION NUMBER:
MARK: SCIRCLE
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 07/11/2016
REGISTRATION DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

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.

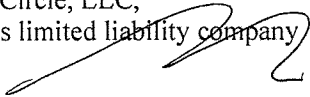
6. **Governing Law.** This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed 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**

Name	Countries Registered	Register reference	Status	Registrant
Account Recovery with 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 Authentication Decisions Devices including a privacy switch	USA	62/161,409	Filed-Provisional	Silent Circle Inc.
	USA	15/373,083	Filed	

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