

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429262

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Urban Airship, Inc.		05/25/2017	Corporation: DELAWARE
Tello, Inc.		05/25/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Lake Waterman Fund, L.P., as Agent
Street Address:	2775 Sand Hill Road, Suite 100
City:	Menlo Park
State/Country:	CALIFORNIA
Postal Code:	94025
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	87182898	MOBILE GROWTH PLATFORM
Registration Number:	5048119	
Registration Number:	5048117	URBAN AIRSHIP
Registration Number:	4113198	TELLO
Registration Number:	4259471	GOOD PUSH
Registration Number:	4073822	RICH PUSH
Registration Number:	3913907	AIRMAIL
Registration Number:	3802525	URBAN AIRSHIP
Registration Number:	3929539	SIMPLEGEO
Registration Number:	4467995	PASSTOOLS

CORRESPONDENCE DATA

Fax Number: 6504936811

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: 6504616125

Email: qlu@wsgr.com

Correspondent Name: WSGR, C/O QUI LU, SENIOR PARALEGAL

Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

TRADEMARK

ATTORNEY DOCKET NUMBER:	43628.033
NAME OF SUBMITTER:	Qui Lu
SIGNATURE:	/Qui Lu/
DATE SIGNED:	05/30/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of May 25, 2017, is executed by URBAN AIRSHIP, INC., a Delaware corporation ("Parent"), and TELLO, INC., a Delaware corporation, ("Tello" and together with Parent, each a "Grantor" and collectively, "Grantors"), in favor of SILVER LAKE WATERMAN FUND, L.P., a Delaware limited partnership, as agent on behalf of certain lenders ("Agent").

Recitals

A. Reference is made to a certain Loan and Security Agreement, dated as of March 31, 2017 (as amended, restated modified or otherwise supplemented from time to time, the "Security Agreement"), by and among Grantors, the lenders party thereto and Agent;

B. Grantors own the patent, and/or applications for patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");

C. Grantors have adopted, used and are using the trademarks more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Grantors own the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the "Copyrights");

E. Schedule A, Schedule B, and Schedule C hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents, Trademarks and Copyrights in or to which Grantors have any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Grantors shall provide written notice to Agent, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedule B, and/or Schedule C in order to maintain such schedules completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantors do hereby further grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

1. Grantors hereby grant to Agent a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Grantors in and to the following property (collectively, the "Collateral"):

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights

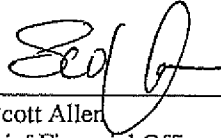
2. Grantors do hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Agent's address is: 2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025

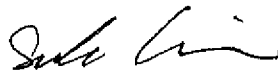
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IN WITNESS WHEREOF, Grantors have caused this Agreement to be executed as of the day and year first above written.

URBAN AIRSHIP, INC.

By: 
Name: Scott Allen
Title: Chief Financial Officer

TELLO, INC.

By: 
Name: ~~Scott Allen~~ Suk Kim
Title: ~~Chief Financial Officer~~ Corporate Secretary

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006072 FRAME: 0776

SCHEDULE A


PATENTS

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	13/326,269	12/14/2011	8,244,822	08/14/2012
Urban Airship, Inc.	PUSH GATEWAY SYSTEMS AND METHODS	13/326,294	12/14/2011	8,423,656	04/16/2013
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	13/160,190	06/14/2011	8,554,855	10/08/2013
Urban Airship, Inc.	PUSH GATEWAY SYSTEMS AND METHODS	13/160,213	06/14/2011	8,572,263	10/29/2013
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS	13/160,226	06/14/2011	8,731,523	05/20/2014
Urban Airship, Inc.	PROCESSING LOCATION INFORMATION	13/763,559	02/08/2013	8,983,494	03/17/2015
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	14/020,427	09/06/2013	8,996,637	03/31/2015
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS	14/244,585	04/03/2014	9,277,023	03/01/2016
Urban Airship, Inc.	PUSH REPORTING	13/763,541	02/08/2013	9,369,988	06/14/2016
Urban Airship, Inc.	PUSH COMPOSER	13/763,519	02/08/2013	9,491,131	11/08/2016
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM WITH FEEDBACK ANALYSIS	13/683,318	11/21/2012	9,531,827	12/27/2016
Urban Airship, Inc.	QUERYING FOR DEVICES BASED ON LOCATION	13/763,567	02/08/2013	9,553,838	01/24/2017
Urban Airship, Inc.	PUSH NOTIFICATION DELIVERY SYSTEM	14/536,407	11/07/2014	N/A	N/A
Urban Airship, Inc.	PROCESSING LOCATION INFORMATION	14/615,319	02/05/2015	9,338,594	05/10/2016

Grantor	Title	Application No.	Filing Date	Patent No.	Issue Date
Urban Airship, Inc.	Mobile Event Notifications	15/055,474	02/26/2016	N/A	N/A

SCHEDULE B

TRADEMARKS

Grantor	Mark	Serial No.	Filing Date	Registration No.	Registration Date
Urban Airship, Inc.	MOBILE GROWTH PLATFORM	87/182,898	09/26/2016	N/A	N/A
Urban Airship, Inc.		86/761,533	09/18/2015	5,048,119	09/27/2016
Urban Airship, Inc.	URBAN AIRSHIP	86/761,422	09/18/2015	5,048,117	09/27/2016
Urban Airship, Inc.	TELLO	85/097,504	07/31/2010	4,113,198	03/13/2012
Urban Airship, Inc.	GOOD PUSH	85/546,370	02/17/2012	4,259,471	12/11/2012
Urban Airship, Inc.	RICH PUSH	85/311,553	05/03/2011	4,073,822	12/20/2011
Urban Airship, Inc.	AIRMAIL	85/064,904	06/16/2010	3,913,907	02/01/2011
Urban Airship, Inc.	URBAN AIRSHIP	77/847,594	10/13/2009	3,802,525	06/15/2010
Urban Airship, Inc.	SIMPLEGEO	77/839,416	10/01/2009	3,929,539	03/08/2011
Tello, Inc.	PASSTOOLS	85/761,289	10/23/2012	4,467,995	01/14/2014

SCHEDULE C

COPYRIGHTS

Grantor	Title	Registration No.	Registration Date
None.			