

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRUCONNECT TECHNOLOGIES, LLC		08/04/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DR.		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3740345	WEFI	
Registration Number:	3828648	WEFI	
CORRESPONDENCE DATA			
Fax Number:	4088524475		
<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:	4088417195		
Email:	dsanchezbentz@vlpawgroup.com		
Correspondent Name:	Diana Sanchez Bentz		
Address Line 1:	VLP Law Group LLP		
Address Line 4:	Gilroy, CALIFORNIA 95020		
NAME OF SUBMITTER:	Diana Sanchez Bentz		
SIGNATURE:	/dsb1068/		
DATE SIGNED:	08/03/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of August 4, 2016, by and between SILICON VALLEY BANK (“Bank”) and TRUCONNECT TECHNOLOGIES, LLC (“Grantor”).

RECITALS

A. Bank and WeFi, Inc., a Delaware corporation (“Assignor”), have entered into that certain Loan and Security Agreement by and between Bank and Assignor dated September 22, 2006 (as the same may from time to time be further amended, modified, supplemented or restated, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement. Concurrently herewith, Assignor is assigning to Grantor, and Grantor is assuming, all of the Obligations of Assignor under the Loan Agreement (the “Assignment”).

B. Bank is willing to consent to the Assignment, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and the Assignment, Grantor has granted to Bank 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, subject to Permitted Liens.

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 Bank 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 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, extensions, 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 Bank.

Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally solely 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 Bank 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. For the sake of clarity, this Agreement shall terminate and expire automatically upon the IP Release Date.

4. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This 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 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 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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or 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:

TRUCONNECT TECHNOLOGIES, LLC

Mark Johnson
By: Mark Johnson
Title: Manager

BANK:

SILICON VALLEY BANK

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:

TRUCONNECT TECHNOLOGIES, LLC

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

Brian Bell
By: _____

Title: *Vicepresy Director*

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
SYSTEM AND METHOD OF AUTOMATICALLY CONNECTING A MOBILE COMMUNICATION DEVICE TO A NETWORK USING A COMMUNICATIONS RESOURCE DATABASE	8477645	07/02/2013
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK FOR OFFLOADING	9148843	04/25/2012
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	8644828	02/04/2014
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	8565766	10/22/2013
SYSTEM AND METHOD OF AUTOMATICALLY CONNECTING A MOBILE COMMUNICATION DEVICE TO A NETWORK USING A COMMUNICATIONS RESOURCE DATABASE	8750265	06/10/2014
SYSTEM AND METHOD FOR MAPPING WIRELESS ACCESS POINTS	8126476	02/28/2012
PROVIDING EASY ACCESS TO RADIO NETWORKS	8000276	08/16/2011
DYNAMICALLY CREATED AND EXPANDED WIRELESS NETWORK	8358638	01/22/2013
PROVIDING AND RECEIVING NETWORK ACCESS	8751648	06/10/2014
PROVIDING EASY ACCESS TO RADIO NETWORKS	15019690	02/09/2016
DEVICES, SYSTEMS, AND METHODS FOR SHARING NETWORK CAPACITY	14640576	03/06/2015
METHODS AND SYSTEMS FOR USER EXPERIENCE BASED CONTENT CONSUMPTION	14296786	06/05/2014
METHODS AND SYSTEMS FOR FACILITATING NETWORK SWITCHING	14154470	01/14/2014
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR WIRELESS NETWORK DEPLOYMENT	14084059	11/19/2013
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR NETWORK CAPACITY ALLOCATION	13773173	02/21/2013
METHOD AND SYSTEM FOR CHARGING MOBILE DEVICES	13589938	08/20/2012
METHOD AND SYSTEM FOR ACCESSING WIRELESS NETWORKS	13486640	06/01/2012
PROVIDING EASY ACCESS TO RADIO NETWORKS	13921252	06/19/2013
PROVIDING AND RECEIVING NETWORK ACCESS	PCT/US2006/021508	06/02/2006
EXPIDITING SEAMLESS ROAMING IN HETEROGENOUS NETWORKING	PCT/US2007/025350	12/10/2007
MASKING CHANGES FOR SEAMLESS ROAMING IN HETEROGENOUS NETWORKING	PCT/US2007/025496	12/10/2007
PROVIDING EASY ACCESS TO RADIO NETWORKS	PCT/US2008/009011	07/25/2008
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	14028714	09/17/2013
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	14140228	12/24/2013
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR WIRELESS NETWORK DEPLOYMENT	14173306	02/05/2014
METHODS, SYSTEMS, AND COMPUTER-READABLE MEDIA FOR NETWORK CAPACITY ALLOCATION	14173410	02/05/2014

METHODS AND SYSTEMS FOR SMALL CELLS DEPLOYMENT	14494113	09/23/2014
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK	9332486	05/03/2016
DYNAMIC NETWORK CONNECTION SYSTEM AND METHOD	9137744	09/15/2015
METHOD AND SYSTEM FOR SELECTING A WIRELESS NETWORK FOR OFFLOADING	14834523	08/25/2015
HISTORICAL DATA DRIVEN NETWORK ADMISSION CONTROL	62184934	06/26/2015

EXHIBIT C

Trademarks

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
WEFI	3740345	01/09/2010
WEFI	3828648	08/03/2010
WeANDSF (Unregistered)		
WeCare (Unregistered)		
UXT (Unregistered)		

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE