

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Star Communications, Inc.		10/17/2017	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive, HF150		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	78743010	PACSTAR	
Serial Number:	78743006	PACSTAR	
Serial Number:	78809360	IQ-CORE	
Serial Number:	78809356	IQ-CORE	
Serial Number:	78743013	PACSTAR	
Serial Number:	78867822	PACSTAR	
Serial Number:	78743011	PACSTAR	
CORRESPONDENCE DATA			
Fax Number:	7033826486		
<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:	7033826485		
Email:	DHall@VLPLawGroup.com		
Correspondent Name:	Davis Hall		
Address Line 1:	1029 N Stuart Street		
Address Line 4:	Arlington, VIRGINIA 22201		
NAME OF SUBMITTER:	Davis Hall		
SIGNATURE:	/DavisHall/		
DATE SIGNED:	10/25/2017		

OP \$190.00 78743010

Total Attachments: 8

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of October 17, 2017 by and between SILICON VALLEY BANK (“Bank”) and Pacific Star Communications, Inc., an Oregon Corporation (“Grantor”).

RECITALS

A. Bank and Grantor have entered into that certain Intellectual Property Security Agreement dated as of July 17, 2006 (the “Prior IP Agreement”).

B. Grantor has requested, and Bank has agreed, to amend and restate the Prior IP Agreement in its entirety.

C. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Second Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated on or about the date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, 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.

D. Pursuant to the terms of the Loan Agreement, 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.

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 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.

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).

7. No Novation. Nothing contained herein shall in any way impair the other Loan Documents now held for the Obligations, nor affect or impair any rights, powers, or remedies under any other Loan Document, it being the intent of the parties hereto that this Agreement shall not constitute a novation of the Prior IP Agreement or an accord and satisfaction of the Obligations. Except as expressly provided for in this Agreement, the Loan Documents are hereby ratified and reaffirmed and shall remain in full force and effect. Grantor hereby ratifies and reaffirms the validity and enforceability of all of the liens and security interests heretofore granted pursuant to the Loan Documents, as collateral security for the Obligations, and acknowledges that all of such liens and security interests, and all Collateral heretofore pledged as security for the Obligations, continues to be and remains in full force and effect as Collateral for the Obligations from and after the date of this Agreement.


[Signature page follows.]

7/07

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

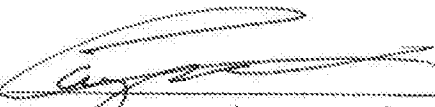
GRANTOR:

PACIFIC STAR COMMUNICATIONS,
INC.


By: PEGGY J. MILLER
Title: CEO

BANK:

SILICON VALLEY BANK


By: Christopher J. Craazzo
Title: Managing Director

[SIGNATURE PAGE TO AMENDED AND RESTATED IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006198 FRAME: 0217

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

7/8/97

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Appl. Publ. Application Number</u>	<u>Registration/ Appl. Publ. Application Date</u>
Mobile Communications System, Such As A Deployable Self-Contained Portable System	8654749	02/18/2014
	20130070610	03/21/2013
	13586781	08/15/2012
Mobile Broadband Communications System, Such As A Deployable Self-Contained Portable System	20100260157	10/14/2010
	12652718	01/05/2010
Mobile Broadband Communications System, Such As A Deployable Self-Contained Portable System	7817589	10/19/2010
	20090323568	12/31/2009
	11677544	02/21/2007
Intelligent Power Control	20080201595	08/21/2008
	12013240	01/11/2008
Integrated Configuration And Management Of Hardware Devices	20080005380	01/03/2008
	11677555	02/21/2007
Mobile Broadband Communications System, Such As A Deployable Self-Contained Portable System	7535861	05/19/2009
	20070109984	05/17/2007
	11544224	10/06/2006
High Velocity Air Cooling For Electronic Equipment	7573713	08/11/2009
	20070058339	03/15/2007
	11435355	05/16/2006
Call Flow Diagnostic System For Heterogeneous Networks	9160619	10/13/2015
	20140071808	03/13/2014
	13863867	04/16/2013
Interconnection System For Network Modules	9225102	12/29/2015
	14472254	08/28/2014
Mobile Broadband Communications System, Such As A Deployable Self-Contained Portable System	8270325	09/18/2012
	12907885	10/19/2010
Unified Encryption Configuration Management and Setup System	TBD	TBD
	TBD	TBD
	15369267	12/05/2016

PM

EXHIBIT C

Trademarks

<u>Description</u>	<u>Country</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
PACSTAR	U.S	3924189 78743010	02/22/2011 10/28/2005
PACSTAR	U.S	3909364 78743006	01/18/2011 10/28/2005
IQ-CORE	U.S	3858403 78809360	10/05/2010 78809360
IQ-CORE	U.S	3858402 78809356	10/05/2010 02/07/2006
IQ-CORE	Europe	006251649 006251649	09/04/2008 09/04/2007
IQ-CORE	WIPO	WO947871 WO947871	08/29/2007 08/29/2007
IQ-CORE	Australia	WO947871 WO947871	06/02/2008 08/29/2007
IQ-CORE	China	WO947871 WO947871	07/17/2009 08/29/2007
IQ-CORE	Japan	WO947871 WO947871	01/16/2009 08/29/2007
IQ-CORE	South Korea	WO947871 WO947871	01/22/2009 08/29/2007
PACSTAR	U.S	3881738 78743013	11/23/2010 10/28/2005
PACSTAR	U.S	3782859 78867822	04/27/2010 04/24/2006
PACSTAR	U.S	3819804 78743011	07/13/2010 10/28/2005
PACSTAR	Europe	005046479 005046479	08/08/2007 04/28/2006
PACSTAR	WIPO	WO903147 WO903147	04/25/2006 04/25/2006
PACSTAR	Australia	WO903147 WO903147	06/02/2010 04/25/2006
PACSTAR	China	WO903147 WO903147	02/21/2011 04/25/2006
PACSTAR	Japan	WO903147 WO903147	09/12/2008 04/25/2006
PACSTAR	South Korea	WO903147 WO903147	06/20/2008 04/25/2006

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EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

PJ