

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483508

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALTIERRE CORPORATION		07/18/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 ALMADEN BOULEVARD		
<b>Internal Address:</b>	STE. 100		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4668852	ITAG	
<b>Registration Number:</b>	4990519	DIGITAL RETAIL	
<b>Registration Number:</b>	4056519	ALTIERRE	
<b>Registration Number:</b>	4525972	BEYOND RFID	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>			
<b>Phone:</b>	4048853868		
<b>Email:</b>	rusty.close@troutmansanders.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN SANDERS LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	039299.000019		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		
<b>DATE SIGNED:</b>	07/26/2018		

CH \$115.00 4668852

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 18, 2018 (the "**Agreement**") between **WESTERN ALLIANCE BANK**, an Arizona corporation ("**Lender**") and **ALTIERRE CORPORATION**, a California corporation ("**Grantor**") is made with reference to the Business Financing Agreement, dated as of July 18, 2018 (as amended, modified, supplemented or restated from time to time, the "**Financing Agreement**"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "**Intellectual Property Collateral**"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or 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 (collectively, the "**Copyrights**"), including the Copyrights described in Exhibit A;

(b) 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 Borrower connected with and symbolized by such trademarks (collectively, the "**Trademarks**"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "**Mask Works**");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement 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) 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) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be

in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ALTIERRE CORPORATION, a California Corporation

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Jeremy Avenier, Chief Financial Officer  
1980 Concourse Drive  
San Jose, California 95131  
Tel: (510) 449-3984  
Fax: «Fax»

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn:  
55 Almaden Blvd. Ste. 100  
San Jose, California 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

ALTIERRE CORPORATION, a California Corporation

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Attn: Jeremy Avenier, Chief Financial Officer  
1980 Concourse Drive  
San Jose, California 95131  
Tel: (510) 449-3984  
Fax: «Fax»

**LENDER:**

WESTERN ALLIANCE BANK, an Arizona corporation

By  \_\_\_\_\_

Name: Michael Hest

Title: S.V.P.

Address for Notices:

Attn:  
55 Almaden Blvd. Ste. 100  
San Jose, California 95113  
Tel: (408) 423-8500  
Fax: (408) 423-8520

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
ITAG	85/937,952	4,668,852 (01/06/2015)		05/21/2013
DIGITAL RETAIL	85/612,638	4,990,519 (06/28/2016)		04/30/2012
ALTIERRE	76/668,173	4,056,519 (11/15/2011)		10/27/2006
BEYOND RFID	76/668,175	4,525,972 (05/06/2014)		10/27/2006

## EXHIBIT C

## PATENTS

Please Check if No Patents Exist 

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Low Power Wireless Display Tag Systems and Methods	7,090,125	11/019,705	Issued	08/15/2006
RF Backscatter Transmission with Zero DC Power Consumption	7,369,019	11/019,494	Issued	05/06/2008
Multi-Use Wireless Display Tag Infrastructure and Methods	7,413,121	11/019,916	Issued	08/19/2008
Low Power Wireless Display Tag Systems and Methods	7,600,681	11/504,262	Issued	10/13/2009
Active Backscatter Wireless Display Terminal	7,604,167	11/019,976	Issued	10/20/2009
Low Power Bistable Device and Method	7,771,614	11/945,230	Issued	08/10/2010
Wireless Display Tag	8,061,600	11/019,978	Issued	11/22/2011
Method and System for Detecting the Presence of a Customer Proximate to a Wireless Display Tag	8,070,062	12/035,402	Issued	12/06/2011



Wireless Display Tag (WDT) Using Active and Backscatter Transceivers	8,313,025	12/581,502	Issued	11/20/2012
Error Free Method for Wireless Display Tag (WDT)	8,517,265	11/019,660	Issued	08/27/2013
Multi-Use Wireless Display Tag Infrastructure and Methods	8,870,056	13/070,016	Issued	10/28/2014
Display Designs and Auxiliary Promotional Mechanisms for Electronic Labels	N/A	11/521,899 (09/15/2006)	Published	N/A
Differentiated Far-Field and Near-Field Attention Garnering Device and System	N/A	11/945,227 (11/26/2007)	Published	N/A
Impact Resistant, Easy Attachment Shelf-Edge Rails for Shelf Edge Mounted Electronic Displays	N/A	11/945,231 (11/26/2007)	Published	N/A
RF Backscatter Transmission with Zero DC Power Consumption	N/A	12/111,154 (04/28/2008)	Published	N/A
Multi-Use Wireless Display Tag Infrastructure and Methods	N/A	14/525,150 (10/27/2014)	Published	N/A
Range Configurable Beacon Based Devices for Smart Interaction and Broadcast of Information	N/A	14/795,739 (07/09/2015)	Published	N/A

Display Designs and Auxiliary Promotional Mechanisms for Electronic Labels	N/A	15/011,468 (01/29/2016)	Published	N/A
Range Configurable Beacon Based Devices for Smart Interaction and Broadcast of Information	N/A	PCT US2015039786 (07/09/2015)	Published	N/A
Low Power Bistable Device and Method	N/A	PCT US2008084748 (11/25/2008)	Published	N/A
Impact Resistant, Easy Attachment Shelf-Edge Rails for Shelf Edge Mounted Electronic Displays	N/A	PCT US2008084752 (11/25/2008)	Published	N/A
Differentiated Far-Field and Near-Field Attention Garnering Device and System	N/A	PCT US2008084757 (11/25/2008)	Published	N/A
Display Designs and Auxiliary Promotional Mechanisms for Electronic Labels	N/A	PCT US2006036300 (09/15/2006)	Published	N/A
Multi-User Wireless Display Tag Infrastructure Methods	N/A	PCT US2004042956 (12/20/2004)	Published	N/A
Wireless Display Tag Unit	N/A	PCT US2004043173 (12/20/2004)	Published	N/A
Error Free Method for Wireless Display Tag (WDT) Initialization	N/A	PCT US2004042957 (12/20/2004)	Published	N/A

Low Power Wireless Display Tag Systems and Methods	N/A	PCT US2004043009 (12/20/2004)	Published	N/A
Wireless Display Tag (WDT) Using Active and Backscatter Transceivers	N/A	PCT US2004043010 (12/20/2004)	Published	N/A
RF Backscatter Transmission with Zero DC Power Consumption	N/A	PCT US2004043014 (12/20/2004)	Published	N/A

