

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506405

| | | | |
|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GigaMedia Access Corporation | | 01/17/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | 270 Park Avenue, 42nd Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87153620 | GIGATRUST | |
| Serial Number: | 87485658 | GIGACLOUD | |
| Serial Number: | 86787790 | GIGACLOUD | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8586385130 | | |
| <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: | 619-699-2700 | | |
| Email: | susan.reynolds@dlapiper.com | | |
| Correspondent Name: | DLA Piper LLP (US) | | |
| Address Line 1: | 401 B Street, Suite 1700 | | |
| Address Line 4: | San Diego, CALIFORNIA 92101 | | |
| NAME OF SUBMITTER: | Matt Schwartz | | |
| SIGNATURE: | /s/ Matt Schwartz | | |
| DATE SIGNED: | 01/17/2019 | | |
| Total Attachments: 8 | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of January 17, 2019 by and between JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent (the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below, and GIGAMEDIA ACCESS CORPORATION, a Delaware corporation (“Grantor”).

RECITALS

A. Administrative Agent 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 Credit Agreement by and among Administrative Agent, the Lenders party thereto, and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, collectively, the “Credit Agreement”). Administrative Agent is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in the Collateral, including certain Copyrights, Trademarks and Patents (as each term is described below) to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Security Agreement”; capitalized terms used herein are used as defined in the Credit Agreement), by and between Administrative Agent and Grantor, Grantor has granted to Administrative Agent 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 Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. Grantor grants and pledges to Administrative Agent 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 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, 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");

(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, or Trademarks, 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, or Patents; 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.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (a) any intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise; or (b) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. Recordation. The parties hereto authorize and request that the Commissioner of Patents, the Commissioner for Trademarks and the Register of Copyrights of the United States record this security interest in the Intellectual Property Collateral.

3. Authorization. Grantor hereby authorizes Administrative Agent 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.

4. Loan Documents. This 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 Administrative Agent with respect to the Intellectual Property Collateral are as provided by the Credit Agreement, Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. 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.

6. 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.


7. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

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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:

GIGAMEDIA ACCESS CORPORATION

By: 
Name: Robert Bernardi
Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

GIGAMEDIA ACCESS CORPORATION

By: _____

Name: Robert Bernardi

Title: Chief Executive Officer

ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: _____

Name: Justin Kelley

Title: Authorized Signer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006528 FRAME: 0828

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--|--------------------------------|------------------------------|
| GigaTrust Desktop Client | TX0007953645 | 8/28/2014 |
| GigaTrust E-Discovery Agent | TX0007953649 | 8/28/2014 |
| GigaTrust Enterprise Plus | TX0007953666 | 8/28/2014 |
| GigaTrust for Android | TX0007953670 | 8/28/2014 |
| GigaTrust for BlackBerry 10 | TX0007953637 | 8/28/2014 |
| GigaTrust for File Floders | TX0007953647 | 8/28/2014 |
| GigaTrust for iPhone and iPad – Expanding the Security for Smart Mobile Devices | TX0007953669 | 8/28/2014 |
| GigaTrust Journal Decryption Agent | TX0007953654 | 8/28/2014 |
| GigaTrust Protector for Exchange | TX0007953659 | 8/28/2014 |
| GigaTrust Protector for Open Text | TX0007953660 | 8/28/2014 |
| GigaTrust Protector for SharePoint | TX0007953661 | 8/28/2014 |

EXHIBIT B

Patents

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Application/ Issue Date</u> |
|--|---|------------------------------------|
| Method and apparatus for real-time secure file deletion | 5991778 | 11/23/1999 |
| Method and apparatus for real-time secure file deletion | 6070174 | 5/30/2000 |
| Method and apparatus for sanitization of fixed storage devices | 6212600 | 4/3/2001 |
| Method and system for identifying the state of a media device by monitoring file system calls | 6256646 | 7/3/2001 |
| Method and apparatus for real-time secure file deletion | 6314437 | 11/6/2001 |
| Shared memory blocking method and system | 6553466 | 4/22/2003 |
| Back-channeling in a memory vault system | 6804784 | 10/12/04 |
| Method and system for providing data security using file spoofing | 6986058 | 1/10/2006 |
| Method and apparatus for packaging and transmitting data | 7039806 | 5/2/2006 |
| Registry monitoring system and method | 7096326 | 8/22/2006 |
| Method and system for providing data security in a file system monitor with stack positioning | 7103783 | 9/5/2006 |
| System and method for providing data security | 7484245 | 1/27/2009 |
| Hybrid system architecture for secure peer-to-peer-communications | 10212742 | 8/7/2002 |
| System and method for digital rights management with license proxy | 11542766 | 10/4/2006 |
| System and method for digital rights management with license proxy for mobile wireless platforms | 11702688 | 2/5/2007 |

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Serial Application Number</u> | <u>Filing Date</u> |
|--------------------|--------------------------------------|------------------------|
| GIGATRUST | 87153620 | 8/29/2016 |
| GIGACLOUD | 87485658 | 6/12/2017 |
| GIGACLOUD | 86787790 | 10/14/2015 |