

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SENSYS NETWORKS, INC.		02/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	380 Interlocken Crescent		
Internal Address:	Suite 600		
City:	Broomfield		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4632683	MICRORADAR	
Registration Number:	4478869	SENSYS NETWORKS	
Serial Number:	87445796	GIVEMEGREEN!	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1051600 TM		
NAME OF SUBMITTER:	Daniel Gonzalez		
SIGNATURE:	/Daniel Gonzalez/		
DATE SIGNED:	02/27/2019		
Total Attachments: 10			

OP \$90.00 4632683

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of February 22, 2019, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 380 Interlocken Crescent, Suite 600, Broomfield, Colorado 80021 ("Bank") and **SENSYS NETWORKS, INC.**, a Delaware corporation with its principal place of business located at 1608 Fourth Street, Suite 200, Berkley, California 94710 ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of March 23, 2017, as amended by that certain First Amendment to Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of March 30, 2018, as amended by that certain Forbearance and Second Amendment to Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of July 18, 2018, as amended by that certain Default Waiver and Third Amendment to Third Amended and Restated Loan and Security Agreement by and between Bank and Grantor dated as of November 9, 2018, 2018, and as further amended by a certain Default Waiver, Consent and Fourth Amendment to Third Amended and Restated Loan and Security Agreement dated as of even date herewith between Bank and Grantor (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 its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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"); provided that the Intellectual Property Collateral shall not include 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;

(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.

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).

[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:

SENSYS NETWORKS, INC.

_____

By: Paul G. Judy

Title: CEO

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:

SENSYS NETWORKS, INC.


By: _____

Name: _____

Title: _____

BANK:

SILICON VALLEY BANK

By:  _____

Name: Zach Norris

Title: Vice President

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/Application Number</u>	<u>Issued/Filed Date</u>
Method and apparatus for operating and using wireless vehicular sensor node reporting vehicular sensor data and/or ambient conditions	7382238	06/03/2008
Method and apparatus reporting a vehicular sensor waveform in a wireless vehicular sensor network	7382281	06/03/2008
Method and apparatus reporting time-synchronized vehicular sensor waveforms from wireless vehicular sensor nodes	7382282	06/03/2008
Method and apparatus for self-powered vehicular sensor node using magnetic sensor and radio transceiver	7388517	06/17/2008
Method and apparatus for detecting presence of vehicle using a magnetic sensor employing a magneto-resistive effect	7427931	09/23/2008
Method and apparatus reporting a vehicular sensor waveform in a wireless vehicular sensor network	7739000	06/15/2010
Method and apparatus reporting a vehicular sensor waveform in a wireless vehicular sensor network	8035533	10/11/2011
Method and apparatus for self-powered vehicular sensor node using magnetic sensor and radio transceiver	8319664	11/27/2012
Method and apparatus generating estimates vehicular movement involving multiple input-output roadway nodes	8396650	03/12/2013
Method and apparatus generating and/or using estimates of arterial vehicular movement	8417441	04/09/2013
Method and apparatus matching incoming to outgoing vehicle signatures to estimate arterial vehicular movement	8428857	04/23/2013
Sensor nodes acting as inductive loops for traffic sensing	8487781	07/16/2013
Method and apparatus reporting a vehicular sensor waveform in a wireless vehicular sensor network	8487784	07/16/2013
Method and apparatus generating and/or using estimates of arterial vehicular movement	8989996	03/24/2015
In-pavement wireless vibration sensor nodes, networks and systems	8990032	03/24/2015
<u>Description</u>	<u>Patent/Application Number</u>	<u>Issued/Filed Date</u>

ny-1361990

Apparatus and method using radar in the ground to detect and/or count bicycles	9176224	11/03/2015
Position and/or distance measurement, parking and/or vehicle detection, apparatus, networks, operations and/or systems	9418551	08/16/2016
Micro-radar, micro-radar sensor nodes, networks and systems	9488717	11/08/2016
Method and apparatus for self-powered vehicular sensor node using magnetic sensor and radio transceiver	9767691	09/19/2017
Method and apparatus for self-powered vehicular sensor node using magnetic sensor and radio transceiver	9013327	04/21/2015
Nonce silent and replay resistant encryption and authentication wireless sensor network	9769664	09/19/2017
Emulating Increased Sample Frequency in a Wireless Sensor Node and/or a Wireless Sensor Network	12/982836	12/30/2010
Apparatus and Method Using a Radar in a Wireless and/or Wireline Sensor Node and Operating Radar In the Ground to Detect and Count Vehicles in Roadway, Parking Lot and Airport Applications	13/111957	05/20/2011
Wireless and Wireline Sensor Nodes, Micro-Radar, Networks and Systems	13/824320	12/30/2011
Method and apparatus reporting time-synchronized vehicular sensor waveforms from wireless vehicular sensor nodes	8144034	03/27/2012
Micro-radar, micro-radar sensor nodes, networks and systems	8264401	09/11/2012
Method and apparatus reporting a vehicular sensor waveform in a wireless vehicular sensor network	8830089	09/09/2014
Method and Apparatus for Counting the Bidirectional Passage of Vehicles in a Wireless Vehicular Sensor Network	9177469	11/03/2015

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/Serial Number</u>	<u>Registration/Filing Date</u>
MICRORADAR	4632683	11/4/2014
SENSYS NETWORKS	4478869	02/4/2014
GIVEMEGREEN!	87445796	05/11/2017

EXHIBIT D

Mask Works

None.

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RECORDED: 02/27/2019

**TRADEMARK
REEL: 006575 FRAME: 0839**