

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ayla Networks, Inc.		04/08/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Run Liang Tai (Hong Kong) Investment Company Limited		
Street Address:	1 Wang Kwong Road		
Internal Address:	Room D 10/F Tower A Billion Centre		
City:	Kowloon Bay KL		
State/Country:	HONG KONG		
Entity Type:	Private Limited Company: HONG KONG		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5079315	AYLA INSIGHTS	
Registration Number:	4891760	AYLA NETWORKS	
Registration Number:	4891758	AYLA NETWORKS	
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>			
Email:	bfriesen@wsgr.com		
Correspondent Name:	Barbara Friesen		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	51202.007		
NAME OF SUBMITTER:	Barbara Friesen		
SIGNATURE:	/Barbara Friesen/		
DATE SIGNED:	04/08/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**Agreement**”) dated as of April 8, 2019, is made by Ayla Networks, Inc., a Delaware corporation (the “**Grantor**”), in favor of Run Liang Tai (Hong Kong) Investment Company Limited (“**Secured Party**”).

RECITALS

A. Grantor has entered into a Loan and Security Agreement with Secured Party, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). All capitalized terms used but not defined herein shall have the respective meanings given to them in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Secured Party 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 Secured Party a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property whether now owned or hereafter acquired (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 source code, 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) any and 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 and all 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, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) 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;

(g) 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;

(h) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(i) 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 Secured Party.

Grantor hereby authorizes Secured Party 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 Secured Party 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 and any amendments, waivers, consents or supplements hereto may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument.

5. Successors and Assigns. The provisions of this Agreement shall inure to the benefit the parties hereto and their respective permitted successors and assigns. Grantor shall not assign its obligations under this Agreement without Secured Party's express prior written consent, and any such attempted assignment shall be void and of no effect. Secured Party may assign, transfer, or endorse its rights hereunder pursuant to the terms of the Loan Agreement, and all of such rights shall inure to the benefit of Secured Party's successors and assigns.

6. Choice of Law and Venue; Jury Trial Waiver; Judicial Reference. The terms and provisions of Article 11 (Choice of Law and Venue; Jury Trial Waiver; Judicial Reference) of the Loan Agreement are hereby incorporated herein by reference and shall apply to this Agreement *mutatis mutandis* as if fully set forth herein.

[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:

AYLA NETWORKS, INC., a Delaware corporation

By: 

Name: Jonathan Cobb

Title: Chief Executive Officer

SECURED PARTY:

RUN LIANG TAI (HONG KONG) INVESTMENT
COMPANY LIMITED, a Hong Kong company

By: _____

Name: Dr. Yuxiang Yang

Title: Director

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

TRADEMARK
REEL: 006612 FRAME: 0393

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:

AYLA NETWORKS, INC., a Delaware corporation

By: _____

Name: Jonathan Cobb

Title: Chief Executive Officer

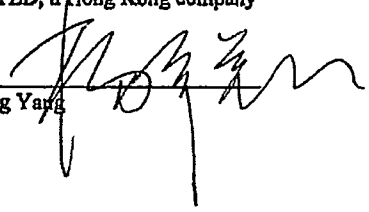
SECURED PARTY:

RUN LIANG TAI (HONG KONG) INVESTMENT
COMPANY LIMITED, a Hong Kong company

By: _____

Name: Dr. Yuxiang Yang

Title: Director



[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents



Patent No.	Date issued	Description
US 8,588,990	11/19/2013	Communications Through A Server Between Appliances and Applications
US 9,268,552	02/23/2016	Patching Improvement For Executables in Memory Constrained Devices
US 9,426,185	08/23/2016	Proximity Based Communication with Embedded System
US 9,661,083	05/23/2017	Efficient Notification Protocol through Firewalls
US 9,648,055	05/09/2017	Applications in a Flexible Registration Framework
US 9,729,383	08/08/2017	Flexible Rules Engine for Managing Connected Consumer Devices
US 9,473,504	10/18/2016	Role Based Access Control for Connected Consumer Devices
US 9,396,015	07/19/2016	Flexible Device Templates for Connected Consumer Devices
US 9,800,619	10/24/2017	Registration Framework for Connected Consumer Devices
US 9,813,505	11/07/2017	Devices in a Flexible Registration Framework
US 15/233,754	09/26/2018	Proximity Based Communication with Embedded System
US15/055,409	12/25/2018	Local Over the Air Update of an Embedded System
US 15/250,652	03/05/2019	Compact Schedules for Resource Constrained Devices

Patent Applications

Application No.	Date filed	Description
US 15/055,409	26Feb16	Local Over the Air Update of an Embedded System
US 15/154,135	13 May 16	Metadata Tables for Time-Series Data Management
US 15/251/505	30 Aug 16	Management of Multi-Radio Gateway Device Using Virtual Gateway Device
US 15/250,596	29 Aug 16	Management of Gateway Device Using Virtual Gateway Device
US 15/250,652	29 Aug 16	Compact Schedules for Resource Constrained Devices
US 15/251,516	30 Aug 16	Data Streaming Service for an Internet-Of-Things Platform
US 15/244,998	23 Aug 16	Feed Service Engine
US 15/243,474	22 Aug 16	Linked User Accounts for An Internet-Of-Things Platform
US 15/475,086	30 Mar 17	Multi-Tagged Multi-Tenant Rate Limiting
US 15/914,960	7 Mar 18	Third Party Application Control of Division in an IoT Platform
US 15/799,625	31 Oct 17	Roaming of A Device Between Stationary Devices and Mobile Devices
US 15/804,951	06 Nov 17	Devices in a Flexible Registration Framework
US 15/869,982	12 Jan 18	Connectivity State Optimization to Devices in a Mobile Environment
US 62/654,986	9 Apr 18	Application Development Framework for Device Control Applications of IoT Devices
US 16/011,151	18Jun18	Device Control Application with Changeable Workflow
US 16/011,147	18Jun18	Application Development Framework for Device Control Applications Of IoT Devices
US 16/203,438	28Nov18	Local Over the Air Update of an Embedded System
US 16/255,592	23Jan19	Compact Schedules for Resource Constrained Devices

EXHIBIT C

Trademarks

Country	Trademark	Status	Registration No.	Registration Date
USA	AYLA INSIGHTS	Registered	5079315	November 8, 2016
USA	 Ayla Networks	Registered	4891760	January 26, 2016
USA	AYLA NETWORKS	Registered	4891758	January 26, 2016
*China	AYLA	Registered	16428102	April 21, 2016
*China	AYLA NETWORKS	Registered	16428121	March 2, 2015
*China	 (Leaf Logo)	Registered	16428210	March 2, 2015

*Filed in the Chinese name of 艾拉物联网网络(深圳)有限公司.