

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tempo Communications, Inc.		01/29/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	American Bank of Commerce		
Street Address:	Drawer 9		
City:	Wolfforth		
State/Country:	TEXAS		
Postal Code:	79382-0009		
Entity Type:	Chartered Bank: TEXAS		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4544301	ACALERT	
Registration Number:	4301787	ADAPTAJACK	
Registration Number:	4918594	AIRSCOUT	
Registration Number:	2445055	BROADCASTREADY	
Registration Number:	2519097	CABLECASTER	
Registration Number:	4740649	DATASCOUT	
Registration Number:	2689295	DATASHARK	
Registration Number:	4400632	DATASHARK	
Registration Number:	2529742		
Registration Number:	2436461	FIBERCAT	
Registration Number:	2355875	FIBERWORKS	
Registration Number:	3870442	HUMBUCKER	
Registration Number:	2859106	HUMBUCKER	
Registration Number:	3973826	JACK TERMINATOR	
Registration Number:	2435249	LAN PRONAVIGATOR	
Registration Number:	1636759	LANCAT	
Registration Number:	2880112	MARKER-MATE	
Registration Number:	2497348	MICROTDR	
Registration Number:	2008853	NETCAT	

CH \$815.00 4544301

Property Type	Number	Word Mark
Registration Number:	1147071	PALADIN
Registration Number:	2261638	PALADIN TOOLS
Registration Number:	2080373	PC CABLE-CHECK
Registration Number:	2429738	PROGRESSIVE
Registration Number:	2356079	SENSOLITE
Registration Number:	2034673	SIDEKICK
Registration Number:	1894967	T-BUG
Registration Number:	4659666	TELSCOUT
Registration Number:	2527348	TEMPO
Registration Number:	2891562	TEMPO
Registration Number:	1121344	THROWMASTER
Registration Number:	2257667	TONERANGER
Registration Number:	2486314	UNI MARKER

CORRESPONDENCE DATA

Fax Number: 9137775601

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.

Phone: 913-777-5600

Email: trademarks@eriseip.com

Correspondent Name: Erise IP, P.A.

Address Line 1: 7015 College Blvd., Ste 700

Address Line 4: Overland Park, KANSAS 66211

NAME OF SUBMITTER:	Marshall S. Honeyman
SIGNATURE:	/Marshall S. Honeyman/
DATE SIGNED:	07/29/2019

Total Attachments: 51

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

ABC Loan Nos. 20180653 and 20180654

This Security Agreement (the "Agreement"), dated effective January 29, 2019, is by **TEMPO COMMUNICATIONS, INC.** (the "Debtor") to and for the benefit of **AMERICAN BANK OF COMMERCE** (the "Secured Party").

BACKGROUND

Secured Party has agreed to make certain *Loans* to Debtor under certain *Loan Agreements* dated the Effective Date between Debtor and Secured Party, being a Loan in the amount of \$5,000,000.00 and a Loan in the amount of \$4,000,000.00.

A condition to Secured Party's obligation to make the Loans is Debtor's execution and delivery of this Intellectual Property Security Agreement (this *Agreement*).

AGREEMENT

The parties agree as follows:

1 SECURITY INTEREST

1.1 Grant

To secure Debtor's performance of its present and future obligations under the Loan Documents (the *Secured Obligations*), Debtor grants Secured Party a security interest (the *Security Interest*) in all Debtor's present and future rights and interest in any:

Copyrights, meaning any United States

- (a) copyrights, whether registered or unregistered, whether in published or unpublished works of authorship,
- (b) copyright registrations or applications in any IP Filing Office,
- (c) mask works (meaning a layered blueprint of the circuitry in a computer chip as protected under Chapter 9 of Title 17 of the United States Code), and
- (d) copyright renewals or extensions.

Patents, meaning any United States

- (a) issued patents (whether utility or design), patent applications, or certificates of invention in any IP Filing Office,
- (b) continuations, continuations-in-part, divisions, extensions, reissuances, or reexaminations of a patent or patent application in any IP Filing Office, and
- (c) inventions described and claimed in any patent or patent application.

Trademarks, meaning any United States

- (a) ~~trademarks, service marks, certification marks, trade names, or other types of~~ source identifier, whether statutory or common law, and whether registered or unregistered,
- (b) corporate and company names, business names, trade styles, designs, logos, or trade dress,
- (c) the goodwill of the business connected with the use of or symbolized by the trademark or service mark, and
- (d) any registrations, renewals, applications and other filings for any trademarks in any IP Filing Office.

Domain Names, meaning any Internet domain names,

Other Intellectual Property, meaning any intellectual property recognized by the laws of the United States or any State, other than a Copyright, Patent, Trademark, or Domain Name, whether statutory or common law, registered or unregistered, published or unpublished, including

- a trade secret or other proprietary or confidential information or data,
- rights with respect to software, programming codes, inventions, technical information, procedures, designs, know-how, data and databases, processes, models, drawings, plans, specifications, and records, and
- rights of publicity and privacy with respect to natural persons,

IP Licenses, meaning any agreements, whether or not styled as a "license,"

(a) that grant a Person an exclusive or non-exclusive license or other right to use or exercise rights in Intellectual Property, other than a software license to the extent the software constitutes "goods" under section 9- 102(a) of the UCC, or

(b) that obligate a Person to refrain from using or enforcing any Intellectual Property,

including settlements, consents-to-use, non-assertion agreements, or covenants-not-to-sue,

IP-Related Rights, meaning any

(a) rights to royalties, revenues, income, or other payments arising from a Copyright, Patent, Trademark, Domain Name, Other Intellectual Property, or IP License, and

(b) causes of action or rights to claim, sue or collect damages for, or enjoin or obtain other legal or equitable relief for, an infringement, misuse, misappropriation, dilution, violation, unfair competition, or other impairment (whether past, present, or future, and including expired items) of Intellectual Property (as defined below),

Associated Property, meaning any

(a) accounts, deposit accounts, general intangibles, instruments, investment

property, or other personal property at any time constituting, evidencing, or arising under or with respect to Intellectual Property or IP Licenses,

(b) commercial tort claims related to Intellectual Property or IP Licenses and described on a record authenticated by Debtor as required by UCC Article 9,

(c) books, records, information, and data with respect to Intellectual Property or IP Licenses, and

(d) substitutions and replacements for any such property, and

Proceeds of any of the foregoing, meaning

(a) "proceeds," as defined in Article 9 of the UCC, and

(b) additional or replacement collateral provided during, or payment or property received in, an Insolvency Proceeding on account of any "secured claim" (within the meaning of section 506(b) of the Bankruptcy Code or similar Bankruptcy Law).

Copyrights, Patents, Trademarks, Domain Names, and Other Intellectual Property are, collectively, *Intellectual Property*. All Intellectual Property, IP Licenses, IP Related Rights, Associated Property, and Proceeds subject to the Security Interest and not excluded under the following section 1.2 are the *Collateral*.

1.2 Excluded Property

Notwithstanding anything to the contrary in this Agreement, the following rights and property (*Excluded Property*) are excluded from the Collateral to the extent set forth in this section 1.2:

1.2.1 Scheduled Excluded Property

Any right or property identified on Schedule A, "Excluded Property."

1.2.2 Trademark intent-to-use applications

A Trademark application filed in the PTO on the basis of Debtor's intent to use the Trademark before evidence of use of the Trademark has been filed with and accepted by the PTO pursuant to section 1(c) or 1(d) of the Lanham Act (15 U.S.C. 1051, *et seq.*), but only if granting a security interest in the Trademark application before the filing of evidence of use of the Trademark would adversely affect the enforceability or validity of the Trademark application or the resulting Trademark registration. A Trademark application that is Excluded Property under this section 1.2.2 will automatically become Collateral upon the filing and acceptance by the PTO of evidence of use.

1.2.3 Restricted IP License

Debtor's rights under an IP License that is subject to or contains a Restrictive Provision that is effective against Debtor despite sections 9-406 through 9-409 of the UCC or other applicable law, but only for so long as the Restrictive Provision is effective and enforceable.

2 REPRESENTATIONS AND WARRANTIES

Except to the extent otherwise set forth on the relevant Schedule, Debtor represents and warrants to Secured Party that on the Effective Date, on the date each Loan is made to Debtor, and, for any Collateral added by an Addendum, the date that the Addendum becomes part of the relevant Schedule:

2.1 **The Collateral**

2.1.1 *Copyrights*

- (i) Schedule B lists all of Debtor's subsisting
- Copyrights that are registered, or are the subject of pending applications, in any IP Filing Office,
 - Copyrights that Debtor exclusively licenses from third parties, and
 - IP Licenses for Copyrights.
- (ii) Each Copyright listed on Schedule B is valid and enforceable.

2.1.2 *Patents*

- (i) Schedule C lists all of Debtor's subsisting
- issued Patents, and Patent applications pending, in any IP Filing Office, and
 - IP Licenses for Patents.
- (ii) Each issued Patent listed on Schedule C
- is valid and enforceable, and
 - is not subject to any overdue IP Filing Office fees.
- (iii) Each Patent application listed on Schedule C is subsisting and to Debtor's knowledge will result in a valid issued Patent.

2.1.3 *Trademarks*

- (i) Schedule D lists all Debtor's subsisting
- registered Trademarks, and Trademark applications pending, in any IP Filing Office,
 - material unregistered Trademarks, and
 - IP Licenses for Trademarks.
- (ii) Each Trademark registration and material unregistered Trademark listed on Schedule D
- is valid and enforceable, and
 - is not subject to any overdue IP Filing Office fees.

(iii) Each Trademark application listed on Schedule D will to Debtor's knowledge result in a valid registration for the Trademark.

(iv) Debtor has notified Secured Party of all circumstances that could reasonably be expected to lead to the invalidity or unenforceability of a Trademark listed on Schedule D, including failure to enforce the Trademark against material unauthorized uses by third parties or use of the Trademark that is not supported by the goodwill of the connected business.

2.1.4 IP Licenses and Other Intellectual Property

Schedule E lists all of Debtor's material IP Licenses and material Other Intellectual Property that is not listed on Schedule B, C, or D and is not confidential.

2.1.5 Domain Names

Schedule F lists each of Debtor's Domain Names, its registrant, and next renewal date.

2.1.6 IP Licenses and Domain Name Contracts

(i) Each IP License and Domain Name Contract included in the Collateral is in full force and effect and constitutes a valid and enforceable obligation of Debtor and, to Debtor's knowledge, each other party thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditor's rights generally, and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

(ii) No further consent of any party to any such IP License or Domain Name Contract is required in connection with the execution, delivery, and performance of this Agreement.

(iii) No further consent or authorization of, filing with, or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity, or enforceability of any such IP License or Domain Name Contract by any party thereto.

(iv) Neither Debtor nor, to Debtor's knowledge, any other party to any such IP License or Domain Name Contract is in default in the performance or observance of any of its terms.

(v) Debtor's rights under each such IP License or Domain Name Contract are not subject to any defense, offset, counterclaim, or other claim that could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect on the value of the Collateral taken as a whole.

2.1.7 Ownership

- Debtor is the sole legal and equitable owner of, and has good title to, the Collateral, free and clear of any Liens, other than
 - a Lien permitted under the Loan Documents,

- a Lien permitted by Secured Party's express prior written consent, or
 - ~~a Permitted License (each a *Permitted Lien*).~~
- (ii) Debtor is the record owner of all Collateral that is registered, or for which an application is pending, in any IP Filing Office, and there are no gaps in the chain of title to such Collateral.
- (iii) Debtor has not licensed any Intellectual Property Collateral to any affiliate or third party except for Permitted Liens disclosed on Schedules B-F.
- (iv) No IP License materially adversely affects Debtor's rights to conduct its business as currently conducted.
- (v) No third party has a contractual right to require Debtor to Transfer any Collateral, except to renew Permitted Licenses.
- (vi) Debtor has not Transferred or agreed to Transfer any Collateral listed on Schedules B-F except in a Transfer that is
- expressly permitted by the Loan Documents,
 - permitted by Secured Party's express prior written consent, or
 - a Permitted License (each a *Permitted Transfer*).

2.1.8 *Restrictive Provisions*

Schedule G lists all of Debtor's Intellectual Property and IP Licenses that are subject to or contain a Restrictive Provision.

2.1.9 *Existing or threatened claims; infringement*

- (i) No claim is pending or has been made or, to Debtor's knowledge, is threatened, including via an invitation to license, by any Person other than by an IP Filing Office examiner in the ordinary course of prosecution of applications, asserting that any Intellectual Property Collateral is invalid or unenforceable or that any such Collateral, or the conduct of Debtor's business, infringes, dilutes, misappropriates, or otherwise violates the rights of any Person.
- (ii) To Debtor's knowledge, neither the use of the Collateral by Debtor or its licensees nor the conduct of Debtor's business infringes, dilutes, misappropriates, or otherwise violates any Intellectual Property owned or controlled by any Person.
- (iii) To Debtor's knowledge, no Person is infringing, diluting, misappropriating, or otherwise violating any of Debtor's rights in the Collateral and Debtor has not made any such claim that has not been resolved.

2.1.10 *IP notices*

Debtor has been using proper notices of copyright proprietorship in connection with publication of its Copyrighted works and proper statutory notices in connection with its use of its issued Patents and registered Trademarks.

2.1.11 Standards of quality

- (i) ~~Debtor uses consistent standards of quality in all products manufactured, distributed, and sold, and in the performance of services provided, in connection with the Trademark Collateral, and~~
- (ii) Debtor has taken all action necessary to insure that all licensees of Debtor's Trademarks adhere to Debtor's established standards of quality for the goods and services provided by the licensee using the licensed Trademark.

2.1.12 Proprietary software

- (i) Each of Debtor's current and former employees, officers, contractors, and consultants who has developed, contributed to, modified, or improved Debtor's proprietary software programs either performed such work as a "work for hire" or has assigned to Debtor all of such Person's interest in such programs.
- (ii) There are no material defects or malfunctions in Debtor's proprietary software programs that have not been corrected, and Debtor's proprietary software programs operate in accordance with their specifications in all material respects.
- (iii) Debtor's proprietary software programs do not contain any device or feature designed to disrupt, disable, or otherwise impair the functioning of any software program.
- (iv) To Debtor's knowledge, there has been no unauthorized access to any of Debtor's proprietary software programs or databases.
- (v) Except for Permitted Transfers and Permitted Liens, Debtor has not delivered, licensed, or made available, and has no obligation (present, contingent, or otherwise) to deliver, license, or make available, the source code for any of Debtor's proprietary software programs to any escrow agent or other Person other than Debtor's current employees for the performance of their duties to Debtor.
- (vi) None of Debtor's proprietary software programs is subject to any open source or free software license terms and conditions that would require Debtor to disclose any source code or license the program, the code, or any modifications to third parties.

2.2 The Security Interest

2.2.1 No existing Lien or Transfer filings

There is no effective financing statement or other Lien or Transfer instrument covering any Collateral that is recorded or filed in any UCC filing office or any IP Filing Office, except those that pertain to Permitted Liens, Permitted Transfers, or completed Transfers by Debtor's predecessors in title.

2.2.2 Validity, perfection, priority

This Agreement creates a valid security interest in all of the Collateral in which Debtor now has a right or interest, and will create a valid security interest in each other item of Collateral when Debtor acquires a right or interest in it. The Security Interest will be a

perfected and first priority security interest in the Collateral upon (i) the filing of UCC financing statements in the applicable offices listed on Schedule H, and (ii) the completion of the following actions, as applicable:

- for any Copyright that is the subject of a registration or application in the Copyright Office, recording a Notice of Security Interest in Copyrights with the Copyright Office within one month of the Effective Date,
- for each Patent issued by or pending in the PTO, recording a Notice of Security Interest in Patents with the PTO within three months of the Effective Date, and
- for each Trademark that is registered or pending in the PTO, recording a Notice of Security Interest in Trademarks with the PTO within three months of the Effective Date.

2.3 Debtor

2.3.1 Existence, power, authority

Debtor is validly existing and has the corporate (or other organizational) power and capacity to enter into, and perform all of its obligations under, this Agreement. Debtor's execution and delivery of, and performance of its obligations under, this Agreement have been duly authorized by all necessary action by or on behalf of Debtor.

2.3.2 Debtor information

Schedule I sets forth

- Debtor's exact legal name,
- if Debtor is a corporation, limited liability company, limited partnership, corporate trust, or other registered organization, the State or other jurisdiction under whose law Debtor was organized,
- if Debtor is an individual, the address of Debtor's primary residence,
- the addresses of Debtor's chief executive office and its principal place of business,
- the addresses where Debtor's records concerning the Collateral are maintained, and
- Debtor's taxpayer identification number, if any.

3 COVENANTS

3.1 No Transfers of Collateral

Debtor will not Transfer any Collateral except in a Permitted Transfer.

3.2 No Liens on Collateral

Debtor will not create and will take any action necessary to remove any Lien on the

Collateral other than a Permitted Lien.

3.3 No Restrictive Provisions

Debtor will not enter into any IP License after the Effective Date that contains a Restrictive Provision.

3.4 Registration of Copyrights and Trademarks; pursuit of Patents

To the extent not already registered or the subject of a pending application, Debtor will promptly register all material Copyright and Trademark Collateral with the applicable IP Filing Office, and will pursue Patents on all material patentable inventions, in each case except to the extent that Debtor determines in its reasonable business judgment that the costs or risks of such action would materially outweigh the probable benefits.

3.5 Recording of assignments and IP Licenses

Within 30 days after obtaining a written assignment of a registered or applied-for Copyright, Patent, or Trademark from any Person, Debtor will record the assignment in the applicable IP Filing Office. Within 30 days after obtaining an IP License for which recordation will give third parties constructive notice of Debtor's interest, Debtor will record the IP License in the applicable IP Filing Office.

3.6 Protection of Collateral

3.6.1 Compliance with law

Debtor will comply in all material respects with all United States federal, State, and local laws and regulations applicable to any Collateral.

3.6.2 General

Debtor will take all steps reasonably necessary to

- maintain the registrations of all registered Collateral in full force and effect,
- prosecute any pending applications for Collateral registration, and
- prevent any material Collateral from being abandoned, forfeited or dedicated to the public, except, in each case, to the extent that Debtor determines in its reasonable business judgment that
 - such Collateral has minimal commercial value and is no longer used in or useful to the operation of Debtor's business,
 - the failure to take any such steps will not materially affect the value of the Collateral taken as a whole, or
 - the economic costs of such action would materially outweigh the probable economic benefits.

Such reasonable steps will include

- taking actions in, or filing responses to office actions issued by, an IP Filing

Office, court, or Governmental Authority,

- ~~paying when due all maintenance and other required fees,~~
- filing applications for renewal or extension,
- filing affidavits under sections 8 and 15 of the Lanham (Trademark) Act, and
- filing divisional, continuation, continuation-in-part, or reissue applications.

3.6.3 *IP notices*

Debtor will use proper statutory notices in connection with its use of its registered Trademarks and issued Patents, and notice of copyright proprietorship in connection with publication of its Copyrighted works.

3.6.4 *Trademark quality control*

(i) Debtor will maintain the standards of quality of all products manufactured, distributed, and sold, and in the performance of services provided, in connection with Trademark Collateral at a level at least as high as on the Effective Date, unless commercially reasonable business practices justify a change.

(ii) Debtor will take all action necessary to insure that all licensees of its Trademarks adhere to Debtor's then-established standards of quality for the goods and services provided by the licensee using the licensed Trademark.

3.6.5 *Performance of IP Licenses*

Debtor will perform all its obligations under each IP License to which it is a party.

3.6.6 *Protection of trade secrets*

Debtor will take reasonable measures to protect its material trade secrets, including entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents.

3.6.7 *Infringements by others*

Debtor will

- promptly notify Secured Party, providing reasonable details, of any Person's infringement, dilution, misappropriation, or other violation of any Collateral, and
- take all reasonable actions to stop such infringement, dilution, misappropriation, or other violation, which actions may include seeking damages for or an injunction against such conduct.

3.6.8 *Infringement and other suits by others*

Debtor will

- promptly notify Secured Party, providing reasonable details, of the institution

of any proceeding in any court or administrative body or any IP Filing Office regarding the validity or enforceability of, or Debtor's right to register, own, or use, any material Intellectual Property Collateral, and of any adverse determination on the merits in any such proceeding (in each case other than non-final IP Filing Office "office actions" by examiners in the ordinary course of prosecution of applications), and

- take all commercially reasonable steps to defend its rights in the Intellectual Property Collateral in interference, reexamination, opposition, cancellation, infringement, dilution, misappropriation, and other proceedings.

3.7 After-acquired Collateral

3.7.1 Notice of after-acquired Collateral; Addenda

Debtor will notify Secured Party of each acquisition after the Effective Date of an interest in

- a registered or applied-for Copyright, Patent, Trademark, or Domain Name, or
- an IP License of a type required to be disclosed on the Effective Date.

Debtor will provide the notice by the 10th Business Day following the end of the calendar quarter in which the interest was acquired, along with addenda to Schedules B, C, D, E, and F (each an *Addendum*), as appropriate, listing the acquired interests. Each Addendum will become part of the relevant Schedule effective upon Secured Party's receipt of the Addendum.

Without limiting Debtor's obligations, Secured Party may at any time unilaterally provide an Addendum to Schedule B, C, D, E or F, as appropriate, to include any such after-acquired Collateral, whether or not Debtor has notified Secured Party of its acquisition. Any such Addendum will become a part of the relevant Schedule effective upon Secured Party's sending a copy of the Addendum to Debtor. Debtor's or Secured Party's failure to provide an Addendum will not affect, invalidate, release, limit, or detract from the Security Interest in the after-acquired Collateral or other Collateral.

With each Addendum delivered to Secured Party, Debtor will also deliver (unless previously delivered under section 3.7.2) executed Notices of Copyright Security Interest, Notices of Patent Security Interest, and Notices of Trademark Security Interest, as applicable, for the Intellectual Property listed on the Addendum, which Secured Party may file with the applicable IP Filing Office. If Debtor does not deliver any such Notice, Secured Party may prepare and execute an appropriate Notice on Debtor's behalf and file it in the applicable IP Filing Office.

3.7.2 Notice of Copyright applications

Debtor will notify Secured Party at least 10 Business Days' before Debtor files an application to register Copyright Collateral with the Copyright Office. The notice will include the title of the copyrighted work as it will appear on the application and the date the application will be filed. Prior to filing, Debtor will execute and deliver to the

Secured Party any Notices of Copyright Security Interest that Secured Party reasonably requests to maintain the perfection and priority of the Security Interest in the Copyright. At Secured Party's request, Debtor will file such lien documents in the Copyright Office concurrently with filing the application, and provide Secured Party with copies of the filed copyright application and lien documents with its next quarterly notice under the preceding section 3.7.1.

3.7.3 Commercial tort claims

Debtor will promptly notify Secured Party of any commercial tort claim with respect to any Collateral in a signed writing that gives brief details of the claim and grants Secured Party a security interest in the claim and any proceeds, all upon the terms of this Agreement.

3.8 Escrow agreement

Debtor will enter into a source code escrow agreement with Secured Party by the Effective Date. Debtor will deposit with the escrow agent under the escrow agreement all materials required under the escrow agreement, including the source code

- for current versions of Debtor's proprietary computer software, by the 10th Business Day following the Effective Date, and,
- for each update to such software, by the 10th Business Day following public release of the update.

3.9 No change of name or jurisdiction of organization or relocation of business

Debtor will not

- change its legal name or jurisdiction of organization,
- move its chief executive office, principal place of business, or records with respect to the Collateral from the address identified on Schedule I, or
- if an individual, change his or her principal residence, without 15 days' prior notice to Secured Party.

3.10 Maintenance of records; audit and inspection

Debtor will maintain appropriate and customary records with respect to the Collateral and will permit Secured Party to visit Debtor's premises to inspect Debtor's books and records with respect to the Collateral and any tangible items embodying the Collateral. Such visits and inspections will be made during regular business hours, with reasonable advance notice, except that notice will not be required while an Event of Default exists. Debtor will deliver copies of reports and information as to Collateral in Debtor's possession or under its control as Secured Party reasonably requests.

3.11 Further assurances

Upon Secured Party's request, Debtor will promptly and duly execute and deliver such further instruments and documents and take such further actions as Secured Party deems reasonably appropriate to obtain the full benefits of this Agreement, including

- using commercially reasonable efforts to obtain consents and approvals for Debtor to grant a security interest in any item of Collateral to Secured Party, or for Secured Party to enforce the Security Interest or exercise other rights and remedies under this Agreement, and
- filing, or cooperating with Secured Party in filing in IP Filing Offices, forms or other documents in connection with the perfection, protection, or enforcement of the Security Interest.

3.12 Filings by Secured Party;

Debtor authorizes Secured Party to file UCC financing statements with respect to any Collateral in such filing offices as Secured Party reasonably deems advisable, and ratifies and confirms Secured Party's authorization to file any such UCC financing statements before the Effective Date.

4 EVENTS OF DEFAULT; REMEDIES

4.1 Events of Default

Each of the following events or conditions is an *Event of Default*:

- (i) there is an "Event of Default" as defined in the Loan Agreement,
- (ii) a representation or warranty made by Debtor in this Agreement is incorrect in any material respect when made or deemed made,
- (iii) Debtor Transfers any Collateral, except in a Permitted Transfer,
- (iv) any Collateral is subject to any Lien other than a Permitted Lien,
- (v) Secured Party does not have a perfected, first-priority security interest in any Collateral, or Debtor or any third party challenges the attachment, perfection, or priority of Secured Party's security interest in any Collateral, in each case except to the extent, if any, that such Collateral is not subject to the requirements of this Agreement for such perfection or priority, as applicable, or
- (vi) Debtor fails to observe or perform any of its other covenants, agreements, or obligations under this Agreement and does not correct the failure within 10 days after notice from Secured Party.

4.2 Enforcement, collection and disposition of Collateral

While an Event of Default exists, Secured Party may take any appropriate actions to enforce, collect, protect the value of, or dispose of Collateral to the extent permitted by applicable law. Such actions may include

- (i) taking possession of any tangible Collateral, and entering premises where such Collateral is located to effect such possession,
- (ii) taking physical or electronic action to render any tangible Collateral unusable by Debtor, and entering premises where such Collateral is located to effect such action,
- (iii) preparing and advertising Collateral for sale, lease, license, or other disposition,
- (iv) notifying any account debtor or other Person liable for payment to Debtor with respect to any Collateral of Secured Party's interest in such Collateral, instructing the account debtor or other Person to make the payment directly to Secured Party or as Secured Party directs, and receiving and collecting all such payments,
- (v) instituting, defending, or settling legal proceedings to collect on or enforce Debtor's rights and remedies against account debtors and other third parties (including licensors and licensees) under or on account of any Collateral,
- (vi) paying, discharging, purchasing, contracting for, or compromising any actual or threatened Lien on the Collateral that in Secured Party's opinion may be prior or superior to the Security Interest,
- (vii) to the extent possible without violating any then-existing Permitted Licenses, granting licenses and sublicenses in any Collateral to third parties, on an exclusive or non-exclusive basis, on such terms and conditions, and in such manner, as Secured Party may determine, with such licenses or sublicenses as are lawfully granted by Secured Party surviving as direct licenses or sublicenses of the Debtor if the Event of Default no longer exists,
- (viii) take all action that Secured Party deems reasonably appropriate to maintain Debtor's standards of quality, as required under section 3.6.4 of this Agreement, for products manufactured, distributed, or sold, or services performed, in connection with Trademark Collateral,
- (ix) disposing of any Collateral at public or private sale, lease, license, or other disposition, at Secured Party's offices or elsewhere, at such prices as Secured Party may deem acceptable, for cash or on credit, without assumption of any credit risk,
- (x) enforcing Debtor's rights under any IP License or Domain Name Contract included in the Collateral, without becoming a party to or incurring any liability under such IP License or Domain Name Contract,
- (xi) notifying parties to any IP License or Domain Name Contract included in the Collateral that Debtor's rights and interest in the IP License or Domain Name Contract have been assigned to Secured Party, and communicating with such parties to verify the existence, amount, terms, and status of the IP License or Domain Contract, and
- (xii) exercising any of Debtor's rights in Collateral as fully and completely as though Secured Party were the absolute owner of such rights for all purposes.

4.3 License to Secured Party to use Intellectual Property

~~For the sole purpose of enabling Secured Party to exercise its rights and remedies as to~~ the Collateral under this section 4, and in addition to such rights and remedies, Debtor grants to Secured Party an irrevocable, nonexclusive, worldwide license (or sublicense) to use and exercise Debtor's rights in or to any of Debtor's Intellectual Property not included in the Collateral, without payment of royalty or other compensation to Debtor. This license is subject to the following:

- To the extent that this license is a sublicense of Debtor's rights as a licensee under any IP License (the *primary license*), this license is subject to any limitations in the primary license.
- This license does not include Intellectual Property if the primary license for such Intellectual Property by its terms or as a matter of law prohibits sublicenses, requires the licensor's consent, or entails additional consideration.
- The license is effective only while an Event of Default exists and is irrevocable until the termination of this Agreement.
- For licensed Trademarks, this license is subject to Debtor's standards of quality control and inspection, whether maintained by Debtor or by Secured Party as provided in this Agreement, as necessary to avoid the risk of invalidation of the Trademarks.

4.4 Access to Debtor's systems and expertise

In connection with Secured Party's exercise of its rights and remedies under this section 4, Debtor will, at Secured Party's request and to the extent within Debtor's power and authority, give Secured Party access to

- all software or data used for the management of data as to the Collateral or any Intellectual Property licensed to Secured Party under section 4.3, and access to all media in which any of such software, data, or Intellectual Property may be recorded or stored.
- Debtor's know-how, expertise, and relevant data (such as customer lists) regarding the Collateral or the manufacture, sale, distribution or provision of any goods or services in connection with Intellectual Property Collateral, and
- Debtor's personnel responsible for such matters.

4.5 General remedy provisions —

4.5.1 UCC remedies

While an Event of Default exists, Secured Party may exercise all rights and remedies available under the UCC to a secured party following a debtor's default.

4.5.2 Remedies cumulative.

All remedies provided to Secured Party herein are cumulative and in addition to all other

rights and remedies granted to it under this Agreement or available under applicable law. Remedies may be exercised separately or concurrently, without demand on or notice to Debtor, except as required by applicable law, and the exercise or partial exercise of any such right or remedy will not preclude the exercise of any other right or remedy.

4.5.3 Reasonable notice

To the extent that Secured Party is required by the UCC or other applicable law to give Debtor prior notice of the disposition of any Collateral, 10-days' notice of the time and place of any public disposition or of the time after which a private disposition may take place is reasonable notice of such matters.

4.5.4 Application of Proceeds

After deduction of all costs and expenses payable by Debtor under this Agreement, Secured Party will apply the remainder of any proceeds of collection or sale, license or other disposition of Collateral, to the extent actually received in cash, to the payment of the Secured Obligations in such order of preference as Secured Party may determine, with proper allowance and provision being made for any Secured Obligations not then due. Upon the final payment and satisfaction in full of all of the Secured Obligations and after making any payments required by UCC §9- 608(a)(1)(C) or §9- 615(a)(3), Secured Party will return any remaining proceeds to Debtor. Only after so paying over such net proceeds and after the payment by Secured Party of any other amount required by any provision of law will Secured Party need to account to Debtor for any surplus proceeds. Debtor will remain liable for any deficiency if the proceeds of disposition of the Collateral are insufficient to fully pay the Secured Obligations.

4.5.5 No marshaling

Secured Party will not be required to marshal the Collateral or any present or any other future security for, or other assurances of payment of, the Secured Obligations or to resort to such security or assurances in any particular order. To the extent permitted by applicable law, Debtor agrees not to invoke any law relating to the marshaling of Collateral that might delay or impede the enforcement of Secured Party's rights and remedies under this Agreement or otherwise, and, to the extent that it lawfully may, Debtor irrevocably waives the benefits of all such law.

5 SECURED PARTY'S OTHER RIGHTS

5.1 Power of attorney

Debtor appoints Secured Party as its attorney-in-fact, with full power of substitution, without notice to or assent by Debtor, in its own name or in Debtor's name, in Debtor's place and stead,

- (i) to file any documents with an IP Filing Office that Secured Party

reasonably deems appropriate to perfect, record, confirm, protect, or assure the priority of, the Security Interest, or to remove ineffective filings,

(ii) to take any actions required of Debtor under this Agreement that Debtor fails or is unable to take in a timely manner, and

(iii) while an Event of Default exists, to take any actions that Secured Party deems appropriate:

- to protect, preserve, or realize upon the Collateral and the Security Interest or to accomplish the purposes of this Agreement, including any actions described in section 4; and

- in connection with a disposition of any Collateral, (A) to assign or transfer title to such Collateral to itself or to any third party purchaser, and (B) to file with any IP Filing Office or Governmental Authority any documents necessary or advisable to implement, effectuate or reflect the disposition, including any transfer statement permitted under section 9-619 of the UCC.

This power of attorney is a power coupled with an interest and will be irrevocable as long as this Agreement is in effect or is reinstated.

5.2 Indemnity

Debtor will defend and indemnify Secured Party and its officers, employees, and agents against

- all losses, obligations, demands, claims, and liabilities (collectively, *Claims*) asserted by a third party in connection with the transactions contemplated by this Agreement, including acts or failures to act of Secured Party under section 4 ("Events of Default; remedies"), and

- all costs and expenses (including reasonable attorneys' fees and fees of professionals) paid or incurred by Secured Party in connection with a Claim,

except to the extent such Claims are caused by Secured Party's (or any of its officers', employees', or agents') gross negligence or willful misconduct.

5.3 Costs and expenses

Debtor will pay

- all fees, costs, and expenses incurred by Debtor, Secured Party or a third party in connection with actions required of Debtor under this Agreement,

- all out-of-pocket fees, costs, and expenses (including reasonable attorneys' fees and fees of advisors, experts, agents and professionals) reasonably incurred in connection with Secured Party's exercise, enforcement, or protection of its rights and remedies under this Agreement or in respect of the Collateral, including claims against Debtor for breach of this Agreement and actions under sections 3.7 ("After-acquired Collateral"), 3.10 ("Maintenance of records; audit and inspection"), 3.11 ("Further

assurances"), 3.12 ("Filings by Secured Party"), 5 ("Remedies upon Default"), 5.1 ("Power of attorney"), 5.2 ("Indemnity"), or 6.2 ("Reinstatement").

- any claims and charges that in Secured Party's reasonable opinion might, if not paid, prejudice, imperil, or otherwise adversely affect the Security Interest or its priority, and
- any costs or expenses stated in any Loan Document to be part of the Secured Obligations.

Debtor's obligations to Secured Party under this section 5.3 will be payable on demand. Until paid, such obligations will bear interest at the "Default Rate" defined in the Loan Agreement and (with such interest) will be part of the Secured Obligations.

5.4 Non-disturbance of Permitted Licenses

Secured Party will not disturb the rights of any third party licensee of Collateral under a Permitted License, so long as the licensee is not in breach of its obligations to Debtor under the Permitted License. Upon Debtor's request with respect to a particular licensee, Secured Party will negotiate, execute and deliver a non-disturbance agreement with the licensee, in form reasonably acceptable to Secured Party, Debtor, and the licensee.

5.5 Limited obligations of Secured Party

Secured Party will not be liable for any failure to exercise, or delay in exercising, any of its rights or remedies under this Agreement, or for any diminution in the value of the Collateral, and will not be obligated to

- collect any amounts due, redeem or realize on, or make any presentments, demands or notices of protest in connection with, any Collateral,
- take any steps necessary to preserve rights in any instrument, contract, license, or lease against third parties or to preserve rights against prior parties,
- take any actions that Debtor is required to take under section 3.6 ("Protection of Collateral"), or
- remove any Liens or take any actions for the perfection, enforcement, collection, or protection of Collateral,

except to the extent that such obligations may not be waived or varied under UCC section 9-602.

6 GENERAL PROVISIONS

6.1 Term of Agreement

This Agreement will remain in effect, and Secured Party will have no obligation to release any Collateral, until all the Secured Obligations are completely and indefeasibly paid

and performed in full and Secured Party no longer has a commitment to make Loans to Debtor.

6.2 Reinstatement

This Agreement will continue to be effective or be automatically reinstated, as the case may be, if at any time payment, in whole or in part, of any of the Secured Obligations is rescinded or must otherwise be restored or returned by Secured Party or any holder of the Secured Obligations as a preference, fraudulent conveyance or otherwise under any Bankruptcy Law, all as though such payment had not been made.

6.3 Notices and communications

6.3.1 General notices

All notices and other communications required or permitted under this Agreement will be in writing or other record form, and will be sent by hand, by registered or certified mail return receipt requested, by overnight courier service maintaining records of receipt, or by other electronic means as the parties may agree in writing, in all cases with charges prepaid, and will be effective on the earlier of receipt or

- if mailed, the third Business Day after being mailed,
- if sent by overnight courier service, the following Business Day,
- if sent by facsimile, upon sender's receipt of transmission confirmation, or
- if sent by electronic means, the time agreed by the parties in writing.

All notices will be addressed to the parties at the addresses provided below until changed by notice pursuant to this section.

6.3.2 Electronic Communications

Notices and other communications may be delivered by electronic communication (including e-mail), except that any record required to be signed, executed or authenticated will not be effective if contained only in the body of an electronic communication, but must be separately authenticated and delivered by telecopy or other electronic imaging means (e.g. "pdf" or "tif").

6.4 Successors and assigns

Debtor will not assign its rights or delegate its duties under this Agreement. Secured Party may assign the Secured Obligations to one or more assignees on such terms and conditions as Secured Party deems advisable. Debtor waives and will not assert against such an assignee any claims, setoffs, recoupments, or defenses that Debtor may have against Secured Party.

6.5 Amendments and waivers

Except as provided in section 3.7 with respect to describing Collateral in an appropriate Addendum, this Agreement may not be modified or amended except in a record authenticated by Debtor and Secured Party, and none of its provisions may be waived except in a record authenticated by Secured Party. No waivers will be implied, whether from any custom or course of dealing or any delay or failure in Secured Party's exercise of its rights and remedies hereunder or otherwise. Any waiver granted by Secured Party will not obligate Secured Party to grant any further, similar, or other waivers.

6.6 Governing law

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and any applicable federal law.

6.7 Severability

If any provision of this Agreement or its application to any Person or circumstance will be invalid or unenforceable to any extent, the remainder of this Agreement or the application of the provision to other Persons or circumstances will not be affected thereby and will be enforceable to the greatest extent permitted by law.

6.8 Jurisdiction; venue

Debtor irrevocably consents to the exclusive jurisdiction of the courts located in Travis, County, Texas for any action in connection with this Agreement, any Secured Obligations, or any Collateral, and will not contest or challenge venue in any such courts.

6.9 Jury waiver

Debtor and Secured Party each knowingly, willingly, and irrevocably waives its rights to demand a jury trial in any action or proceeding involving this Agreement, any of the Secured Obligations, or any Collateral. A copy of this section may be filed as a written consent to a trial by the court.

7 DEFINITIONS AND USAGES

7.1 Defined terms

In this Agreement, the following terms have the following meanings:

Bankruptcy Code means Title 11 of the United States Code, titled "Bankruptcy."

Bankruptcy Law means the Bankruptcy Code and any similar United States federal, State, or foreign bankruptcy, insolvency, receivership, or similar law affecting creditors' rights generally.

Business Day means a day other than a Saturday, Sunday, or other day on which commercial banks in Austin, Texas are authorized or required by law to close.

Copyright Office means the United States Copyright Office.

~~**Domain Name Contract** means an agreement that permits a Person to use a Domain Name.~~

Governmental Authority means any United States federal, State, municipal, national, or other government, governmental department, commission, board, bureau, court, agency or instrumentality, or political subdivision thereof, or any entity or officer exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any government or any court of the United States or any State.

Insolvency Proceedings means any United States federal, State or foreign bankruptcy, reorganization, liquidation, assignment for the benefit of creditors, receivership, or other insolvency proceedings commenced at any time by or against Debtor or its property, pursuant to Bankruptcy Law or otherwise.

IP Filing Office means, as applicable, the PTO, the Copyright Office, any similar United States federal or State office or agency, or any Internet Domain Name registry.

Lien means with respect to Debtor's rights or interest in any item of Collateral,

- (i) any "Lien" as defined in the Loan Agreement,
- (ii) any voluntary collateral assignment, conditional assignment, license equivalent to an encumbrance, mortgage, charge, hypothecation, pledge, security interest, or lien on, in, or to those rights or that interest, or
- (iii) any involuntary lien, claim or other encumbrance on, in, or to those rights or that interest, including a tax lien, judgment lien, statutory or common law lien, equitable lien, or other attachment, levy, execution, or judicial action with respect to those rights or that interest.

Loan Documents means the Loan Agreements, the promissory notes dated the Effective Date issued by Debtor to Secured Party, this Agreement, and any other agreement executed on or after the Effective Date in connection with any of them for the \$5,000,000.00 and \$4,000,000.00 Loans stated above.

Permitted License means an IP License (i) that was in effect before the Effective Date and was (if required) listed on Schedule B, C, D or E, or (ii) that is granted by Debtor as licensor, before or after the Effective Date, in the ordinary course of business and that, at the time of such grant, does not materially adversely affect Debtor's operation of its business or the value of the Collateral taken as a whole.

Person means a natural person, corporation, limited liability company, trust, business trust, joint venture, association, company, partnership, Governmental Authority, or other entity.

PTO means the United States Patent and Trademark Office.

Restrictive Provision means a provision of an agreement or of applicable law that purports to

- prohibit Debtor's assignment of, grant of a security interest in, or license of its rights under, an IP License or Domain Name,
- require any other Person's consent to such assignment, grant, or license, or
- make such assignment, grant, or license constitute or result in a violation of law or a breach, default, or termination of an IP License or Domain Name Contract.

State means a state or territory of the United States, or the District of Columbia.

A *Transfer* of Collateral is Debtor's voluntary disposition (or agreement to dispose) of its rights therein, in whole or in part, by sale, lease, license, assignment, operation of law, or other method, other than the creation or enforcement of a Lien on, or any actual or deemed abandonment of, its rights in any Collateral. To *Transfer* any Collateral means to effect or implement a Transfer.

UCC means the Texas Business And Commerce Code or, for any particular matter, the Uniform Commercial Code of the State that governs such matter, in each case as in effect at the relevant time.

United States includes all the States (as defined above).

7.2 Usages

Unless otherwise stated or the context clearly requires otherwise:

UCC terms. Terms defined in the UCC have the same meanings in this Agreement. If a term is defined in Article 9 of the UCC and in another Article of the UCC, the term has the meaning specified in Article 9.

Debtor. If Debtor is a partnership or an unincorporated association of more than one person, the term "Debtor" refers to the entity and to each partner and/or each such person, jointly, severally, and individually

Singular and plural. Definitions of terms apply equally to the singular and plural forms.

Masculine and feminine. Pronouns include the corresponding masculine, feminine, and neuter forms.

Time of day. All indications of time of day mean Austin, Texas time.

Time periods. In computing periods from a specified date to a later specified date, the words "from" and "commencing on" (and the like) mean "from and including," and the words "to," "until" and "ending on" (and the like) mean "to but excluding." References to a number of "days" (uncapitalized) mean that number of calendar days.

When action may be taken. Any action permitted under this Agreement may be taken at any time and from time to time.

May. Any action that a Person "may" take it may take in its discretion but is not obligated to take.

Inclusive Terms. "Including" (or "include(s)") means "including (or include(s)), but not limited to."

Or. "A or B" means "A or B or both."

Herein, etc. "Herein," "hereof," "hereunder," and words of similar import refer to this Agreement in its entirety and not to any particular provision.

Successors and assigns. References to a Person include the Person's permitted successors and assigns.

Statutes and regulations. References to a statute refer to the statute and all regulations promulgated under or implementing the statute as in effect at the relevant time. References to a specific provision of a statute or regulation include successor provisions. References to a section of the Bankruptcy Code also refer to any similar provision of Bankruptcy Law.

Governmental agencies and self-regulatory organizations. References to a governmental or quasi-governmental agency or authority or a self-regulatory organization include any successor agency, authority, or self-regulatory organization.

Agreements. References to an agreement (including this Agreement) refer to the agreement as amended at the relevant time.

Schedules and Exhibits. References to a Schedule or Exhibit refer to Schedules or Exhibits to this Agreement.

Section references. Section references refer to sections of this Agreement. References to numbered sections refer to all included sections. For example, a reference to section 2 also refers to sections 2.1, 2.1.2, 2.1.2(ii), etc. References to a section or article in an agreement, statute or regulation include successor and renumbered sections and articles of that or any successor agreement, statute, or regulation.

Nouns and adjectives. Defined terms that are nouns may be used as adjectives; for example, "Copyright Collateral" to refer to Copyrights included in the Collateral.

TEMPO COMMUNICATIONS, INC.

By: 

Name: JASON E. BUTCHKO

Title: PRESIDENT

TRADEMARK

REEL: 006706 FRAME: 0033

Schedules

Schedule A
Excluded Property

None

Schedule B

Registered Copyrights

None

TRADEMARK

REEL: 006706 FRAME: 0036

Schedule C

Patents

Section 1.01(a) – Assigned IP Assets¹

I. Patents

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
PASSIVE ELECTRICAL MARKER FOR UNDERGROUND USE AND METHOD OF MAKING THEREOF	USA	Greenlee Tools, Inc.	GRANTED	09/292135	4/15/1999	6097293	8/1/2000
LINE TESTER	USA	Greenlee Tools, Inc.	GRANTED	09/302923	4/30/1999	6466885	10/15/2002
ELECTRONIC FIBEROPTIC POWER AND WAVELENGTH MEASURING INSTRUMENT	USA	Greenlee Tools, Inc.	GRANTED	09/383609	8/26/1999	6392746	5/21/2002
APPARATUS AND METHOD FOR CHARACTERIZING THE LOADING PATTERN OF A TELECOMMUNICATIONS TRANSMISSION LINE	USA	Greenlee Tools, Inc.	GRANTED	09/392669	9/7/1999	6263047	7/17/2001

¹ A search of Assignee name at the USPTO does not identify Greenlee Tools, Inc. as the record owner of any of the issued patents. Please provide documentation that Greenlee Tools, Inc. is the present record owner of the patents. A search of a sample of the trademarks at the USPTO shows that Greenlee Textron, Inc. is the record owner. Please provide documentation that Greenlee Tools, Inc. is the present record owner of the trademarks. Note to Buyer: In July 2018, Greenlee Textron Inc. changed its name to Greenlee Tools, Inc. Change of name filings are underway. For documentation, please see, for example, documents recorded at the USPTO regarding Trademark Reg. No. 2261638.

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
ADAPTER SYSTEM USABLE IN CONJUNCTION WITH A FIBEROPTIC TERMINATION INSPECTION MICROSCOPE TO INSPECT FIBEROPTIC CABLE	USA	Greenlee Tools, Inc.	GRANTED	09/580605	5/30/2000	6412987	7/2/2002
SELF LEVELING UNDERGROUND MARKER	USA	Greenlee Tools, Inc.	GRANTED	09/690072	10/16/2000	6380857	4/30/2002
METHOD FOR LOCATING AN OPEN IN A CONDUCTIVE LINE OF AN INSULATED CONDUCTOR	USA	Greenlee Tools, Inc.	GRANTED	09/697763	10/25/2000	6559651	5/6/2003
ADDRESSABLE UNDERGROUND MARKER	USA	Greenlee Tools, Inc.	GRANTED	09/704846	11/2/2000	6388575	5/14/2002
CUTTING AND STRIPPING TOOL	USA	Greenlee Tools, Inc.	GRANTED	09/935732	8/24/2001	6526661	3/4/2003
TIME DOMAIN REFLECTOMETER WITH DIGITALLY GENERATED VARIABLE WIDTH PULSE OUTPUT	USA	Greenlee Tools, Inc.	GRANTED	09/967686	9/26/2001	6670837	12/30/2003
TIME DOMAIN REFLECTOMETER WITH WIDEBAND DUAL BALANCED DUPLEXER LINE COUPLING CIRCUIT	USA	Greenlee Tools, Inc.	GRANTED	09/967457	9/26/2001	6621562	9/16/2003
METHOD AND APPARATUS FOR FILTERING UNWANTED NOISE WHILE AMPLIFYING A DESIRED SIGNAL	USA	Greenlee Tools, Inc.	GRANTED	10/057752	10/25/2001	6946850	9/20/2005

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
IMPROVED CUTTER FOR FO CABLE AND METHOD OF USING SAME	USA	Greenlee Tools, Inc.	GRANTED	10/027141	12/20/2001	6735870	5/18/2004
ALIGNING SLEEVE FOR A BUNDLE OF FIBEROPTIC CYLINDRICAL FIBERS	USA	Greenlee Tools, Inc.	GRANTED	10/095804	2/19/2002	6654528	11/25/2003
CRIMP FOR JACK	USA	Greenlee Tools, Inc.	GRANTED	10/078810	2/19/2002	6807728	10/26/2004
CRIMPING TOOL FOR CONNECTING A MODULAR PLUG CONNECTOR	USA	Greenlee Tools, Inc.	GRANTED	10/408239	4/8/2003	7040007	5/9/2006
METHOD OF AND SYSTEM FOR LOCATING A SINGLE PASSIVE UNDERGROUND ELECTRICAL MARKER TYPE THAT DISTINGUISHES FALSE INDICATIONS	USA	Greenlee Tools, Inc.	GRANTED	10/800300	3/11/2004	7095231	8/22/2006
METHOD OF AND SYSTEM FOR RAPIDLY LOCATING ALL PASSIVE UNDERGROUND ELECTRONIC MARKER TYPES	USA	Greenlee Tools, Inc.	GRANTED	10/800301	3/11/2004	7170411	1/30/2007
GROUND RESISTANCE TEST APPARATUS	USA	Greenlee Tools, Inc.	GRANTED	11/977622	10/25/2007	7710122	5/4/2010
APPARATUS FOR DETECTING IMBALANCES IN A PAIRED LINE	USA	Greenlee Tools, Inc.	GRANTED	12/004965	12/20/2007	7719288	5/18/2010
APPARATUS FOR DETECTING IMBALANCES IN A PAIRED LINE	USA	Greenlee Tools, Inc.	GRANTED	12/768834	4/28/2010	8232807	7/31/2012

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
METHOD OF TESTING GROUND RESISTANCE BY MAKING USE OF EXISTING TELEPHONE LINES	USA	Greenlee Tools, Inc.	GRANTED	12/200446	8/28/2008	8237459	8/7/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	USA	Greenlee Tools, Inc.	GRANTED	12/485383	6/16/2009	8237427	8/7/2012
METHOD FOR PERFORMING A SHIELD INTEGRITY TEST AND FOR ISOLATING TROUBLE IN THE SHIELD USING GRAPHICAL ANALYSIS	USA	Greenlee Tools, Inc.	GRANTED	12/603959	10/22/2009	8284904	10/9/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	CANADA	Greenlee Tools, Inc.	GRANTED	2704103	5/13/2010	2704103	1/19/2016
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	EUROPE	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	BELGIUM	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	DENMARK	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	FRANCE	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	GERMANY	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	IRELAND	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	ITALY	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pst. No.	Issue Date
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	SPAIN	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	UNITED KINGDOM	Greenlee Tools, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	CANADA	Greenlee Tools, Inc.	GRANTED	2710639	7/21/2010	2710639	8/22/2017
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	EUROPE	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	BELGIUM	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	FRANCE	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	GERMANY	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	NETHERLANDS	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	ITALY	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	SPAIN	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	UNITED KINGDOM	Greenlee Tools, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
APPARATUS FOR DETECTING IMBALANCES IN A PAIRED LINE	EUROPE	Greenlee Tools, Inc.	PENDING	11163990.2	4/28/2011		
ELECTRICAL HAZARD WARNING IN AUDIO SIGNAL PROBE	USA	Greenlee Tools, Inc.	GRANTED	13/305056	11/28/2011	8754629	6/17/2014
CUTTING, STRIPPING AND CRIMPING ALL-IN-ONE TOOL	USA	Greenlee Tools, Inc.	GRANTED	13/372961	2/14/2012	9059573	6/16/2015
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	USA	Greenlee Tools, Inc.	GRANTED	12/838199	7/16/2010	8564302	10/22/2013
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	USA	Greenlee Tools, Inc.	GRANTED	14/506106	10/3/2014	9992690	6/5/2018
PLACED WIRELESS INSTRUMENTS	EUROPE	Greenlee Tools, Inc.	PENDING	14187880.1	10/7/2014		
INSTALLED RADIO DEVICES FOR PREDICTING SERVICE QUALITY	JAPAN	Greenlee Tools, Inc.	PENDING	2014-209073	10/10/2014		
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	CHINA	Greenlee Tools, Inc.	PENDING	201410539248.5	10/13/2014		

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
LOOSE TUBE FIBER CABLE ADAPTER AND SPLICE-ON CONNECTOR ADAPTER	USA	Greenlee Tools, Inc.	GRANTED	15/084965	3/30/2016	9835799	12/5/2017
SYSTEMS AND METHODS FOR DETERMINING AND OPTIMIZING PERFORMANCE OF WIRELESS NETWORKS HAVING MULTIPLE ACCESS POINTS	EUROPE	Greenlee Tools, Inc.	PENDING	17166913.8	4/18/2017		
DISTRIBUTED SENSOR NETWORK FOR MEASURING AND OPTIMIZING WIRELESS NETWORKS	EUROPE	Greenlee Tools, Inc.	PENDING	17188380.4	8/29/2017		
CABLE CUTTER/CRIMPER MECHANISM	USA	Greenlee Tools, Inc.	GRANTED	10/079089	2/20/2002	6766581	7/27/2004
CUTTER FOR FIBER OPTIC CABLE AND METHOD OF USING SAME	USA	Greenlee Tools, Inc.	GRANTED	10/027141	12/20/2001	6735870	5/18/2004
METHOD OF CHARACTERIZING EVENTS IN ACQUIRED WAVEFORM DATA FROM A METALLIC TRANSMISSION CABLE	USA	Greenlee Tools, Inc.	GRANTED	09/054369	4/2/1998	6195614	2/27/2001
LOW FREQUENCY SUPPRESSION CIRCUIT FOR A TIME DOMAIN REFLECTOMETER	USA	Greenlee Tools, Inc.	GRANTED	09/032435	2/27/1998	6124717	9/26/2000
CABLE STRIPPING TOOL AND BI-DIRECTIONAL CUTTING BLADE	USA	Greenlee Tools, Inc.	PENDING	15/241556	8/19/2016		

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
SYSTEM AND METHOD FOR GENERATING A GRAPHIC ILLUSTRATION OF WIRELESS NETWORK PERFORMANCE	USA	Greenlee Tools, Inc.	PENDING	15/048801	2/19/2016		
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	USA	Greenlee Tools, Inc.	PENDING	15/974113	5/8/2018		
DISTRIBUTED SENSOR NETWORK FOR MEASURING AND OPTIMIZING WIRELESS NETWORKS	USA	Greenlee Tools, Inc.	PENDING	15/688099	8/28/2017		
Systems And Methods For Determining And Optimizing Performance of Wireless Networks Having Multiple Access Points	USA	Greenlee Tools, Inc.	PENDING	15/487147	4/13/2017		
	USA		PENDING - UNPUBLISHED	15/821208	11/22/2017		
	USA		PENDING - UNPUBLISHED	15/821237	11/22/2017		

See Following Pages

Schedule D Trademarks

1. Trademarks

Trademark	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
ACALERT	Greenlee Tools, Inc.	United States of America	85/768785	11/01/2012	4544301	06/03/2014
ADAPTAJACK	Greenlee Tools, Inc.	United States of America	85/145997	10/06/2010	4301787	03/12/2013
AIRSCOUT	Greenlee Tools, Inc.	United States of America	86/094378	10/17/2013	4918594	03/15/2016
AIRSCOUT	Greenlee Tools, Inc.	Canada	1721975	04/01/2015	TMA975392	07/11/2017
BROADCASTREADY	Greenlee Tools, Inc.	United States of America	75/693049	04/28/1999	2445055	04/17/2001
CABLECASTER	Greenlee Tools, Inc.	United States of America	75/712082	05/18/1999	2519097	12/18/2001
DATASCOUT	Greenlee Tools, Inc.	United States of America	86/271213	05/05/2014	4740649	05/19/2015
DATASCOUT	Greenlee Tools, Inc.	Canada	1700886	11/03/2014	TMA976341	07/20/2017
DATASCOUT	Greenlee Tools, Inc.	European Union (Community)	013410667	06/18/2001	013410667	03/23/2015
DATASHARK	Greenlee Tools, Inc.	United States of America	76/272409	06/18/2001	2689295	02/18/2003
DATASHARK	Greenlee Tools, Inc.	United States of America	85/367829	07/11/2011	4400632	09/10/2013
DESIGN (Tempo Globe)	Greenlee Tools, Inc.	United States of America	76/223931	03/13/2001	2529742	01/15/2002
DESIGN (Tempo Globe)	Greenlee Tools, Inc.	European Union (Community)	002384287	09/13/2001	002384287	09/11/2003
FIBERCAT	Greenlee Tools, Inc.	United States of America	75/764654	07/30/1999	2436461	03/20/2001
FIBERWORKS	Greenlee Tools, Inc.	United States of America	75/431486	02/09/1998	2355875	06/06/2000
HUMBUCKER	Greenlee Tools, Inc.	United States of America	85/000649	03/29/2010	3870442	11/02/2010
HUMBUCKER	Greenlee Tools, Inc.	United States of America	78/215338	02/14/2003	2859106	06/29/2004
JACK TERMINATOR	Greenlee Tools, Inc.	United States of America	85/148642	10/08/2010	3973826	06/07/2011
LAN PRONAVIGATOR	Greenlee Tools, Inc.	United States of America	76/005431	03/14/2000	2435249	03/13/2001
LANCAT (Stylized)	Greenlee Tools, Inc.	United States of America	74/042216	03/26/1990	1636759	03/05/1991

Trademark	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
MARKER-MATE	Greenlee Tools, Inc.	United States of America	76/484450	01/22/2003	2880112	08/31/2004
MARKER-MATE	Greenlee Tools, Inc.	European Union (Community)	003086063	03/05/2003	003086063	12/20/2004
MICROTDR	Greenlee Tools, Inc.	United States of America	76/053557	05/22/2000	2497348	10/09/2001
NETCAT	Greenlee Tools, Inc.	United States of America	74/481979	01/21/1994	2008853	10/15/1996
PALADIN	Greenlee Tools, Inc.	United States of America	73/214714	05/07/1979	1147071	02/17/1981
PALADIN TOOLS	Greenlee Tools, Inc.	United States of America	75/399655	12/03/1997	2261638	07/13/1999
PALADIN TOOLS	Greenlee Tools, Inc.	Germany	398511659	09/07/1998	398511659	03/05/1999
PC CABLE-CHECK	Greenlee Tools, Inc.	United States of America	74/593984	11/02/1994	2080373	07/15/1997
PROGRESSIVE	Greenlee Tools, Inc.	United States of America	75/894750	01/12/2000	2429738	02/20/2001
SENSOLITE	Greenlee Tools, Inc.	United States of America	75/505395	06/19/1998	2356079	06/06/2000
SIDEKICK	Greenlee Tools, Inc.	United States of America	74/300968	07/31/1992	2034673	02/04/1997
T-BUG	Greenlee Tools, Inc.	United States of America	74/522362	05/04/1994	1894967	05/23/1995
TELSCOUT	Greenlee Tools, Inc.	United States of America	86/300518	06/04/2014	4659666	12/23/2014
TELSCOUT	Greenlee Tools, Inc.	Canada	0778009	03/16/1995	TMA457417	05/17/1996
TEMPO	Greenlee Tools, Inc.	United States of America	76/223932	03/13/2001	2527348	01/08/2002
TEMPO	Greenlee Tools, Inc.	United States of America	76/314443	09/12/2001	2891562	10/05/2004
TEMPO	Greenlee Tools, Inc.	European Union (Community)	002384105	09/13/2001	002384105	06/13/2003
THROWMASTER	Greenlee Tools, Inc.	United States of America	73/157551	02/03/1978	1121344	07/03/1979
TONERANGER	Greenlee Tools, Inc.	United States of America	75/272485	04/10/1997	2257667	06/29/1999
UNI MARKER	Greenlee Tools, Inc.	United States of America	76/010201	03/27/2000	2486314	09/04/2001

See Following Pages

Schedule E
IP Licenses

None

Schedule F
Domain Names

1. Domain Names

Domain Name	Registrant
AIRSCOUTWIFI.COM	Greenlee Tools, Inc.
DATASHARKTOOLS.COM	Greenlee Tools, Inc.
DATASHARK-TOOLS.COM	Greenlee Tools, Inc.
ETHERNET-TESTING.COM	Greenlee Tools, Inc.
GETAIRSCOUT.COM	Greenlee Tools, Inc.
PALADINTOOLS.COM	Greenlee Tools, Inc.
PALADIN-TOOLS.COM	Greenlee Tools, Inc.
PALADINTOOLS.NET	Greenlee Tools, Inc.
SIDEKICKPLUS.COM	Greenlee Tools, Inc.

See Following Pages

Schedule G
Restrictive Provisions

None

Schedule H
Filing Offices

California Secretary of State

Schedule I

Legal Name

Tempo Communications, Inc.

a Texas Corporation

Chief Executive Office and principal place of business, and place where the collateral records are maintained

:

1390 Aspen Way

Vista, CA 92081

TRADEMARK

REEL: 006706 FRAME: 0051

FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
ABC Loan No.s. 20180653 and 20180654

This First Amendment to Intellectual Property Security Agreement (the “First Amendment”) is entered into as of July 19, 2019 (the “Amendment Effective Date”) by and between American Bank of Commerce (the “Secured Party”) and TEMPO COMMUNICATIONS, INC., a Texas corporation (the “Debtor”).

RECITALS

A. The Secured Party, as Lender, and the Debtor, as Borrower, entered into those two certain Loan Agreements dated January 29, 2019 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreements”), and the Secured Party has made certain advances of money (the “Loans”) pursuant thereto. In connection with the Loan Agreements and the Loans, the Secured Party and the Debtor entered into that certain Intellectual Property Security Agreement as of January 29, 2019 (the “Original Intellectual Property Security Agreement”).

B. The Secured Party and the Debtor now desire to amend the Original Intellectual Property Security Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows, effective as of the Amendment Effective Date.

AGREEMENT

1. Section 3.8 (Escrow Agreement) of the Original Intellectual Property Security Agreement is hereby deleted.
2. Exhibit C (Patents) to the Original Intellectual Property Security Agreement is hereby amended to read as set forth in Exhibit C to this First Amendment.
3. The terms and provisions of the Original Intellectual Property Security Agreement and the security interest created thereby, as amended by this First Amendment, remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

BORROWER:

TEMPO COMMUNICATIONS, INC.

By: 
Name: Jason Butckho
Title: President

LENDER:

AMERICAN BANK OF COMMERCE

By: *Jon Massengale*
Name: Jon MASSENGALE
Title: Business Banker Bank Officer

EXHIBITS A AND B

[There is no Exhibit A or Exhibit B to this First Amendment]

EXHIBIT C
AMENDED BY FIRST AMENDMENT

Patents

1. Patents

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
ELECTRONIC FIBEROPTIC POWER AND WAVELENGTH MEASURING INSTRUMENT	USA	Tempo Communications, Inc.	GRANTED	09/383609	8/26/1999	6392746	5/21/2002
APPARATUS AND METHOD FOR CHARACTERIZING THE LOADING PATTERN OF A TELECOMMUNICATIONS TRANSMISSION LINE	USA	Tempo Communications, Inc.	GRANTED	09/392669	9/7/1999	6263047	7/17/2001
ADAPTER SYSTEM USABLE IN CONJUNCTION WITH A FIBEROPTIC TERMINATION INSPECTION MICROSCOPE TO INSPECT FIBEROPTIC CABLE	USA	Tempo Communications, Inc.	GRANTED	09/580605	5/30/2000	6412987	7/2/2002
SELF LEVELING UNDERGROUND MARKER	USA	Tempo Communications, Inc.	GRANTED	09/690072	10/16/2000	6380857	4/30/2002
METHOD FOR LOCATING AN OPEN IN A CONDUCTIVE LINE OF AN INSULATED CONDUCTOR	USA	Tempo Communications, Inc.	GRANTED	09/697763	10/25/2000	6559651	5/6/2003
ADDRESSABLE UNDERGROUND MARKER	USA	Tempo Communications, Inc.	GRANTED	09/704846	11/2/2000	6388575	5/14/2002
CUTTING AND STRIPPING TOOL	USA	Tempo Communications, Inc.	GRANTED	09/935732	8/24/2001	6526661	3/4/2003
TIME DOMAIN REFLECTOMETER WITH DIGITALLY GENERATED VARIABLE WIDTH PULSE OUTPUT	USA	Tempo Communications, Inc.	GRANTED	09/967686	9/26/2001	6670837	12/30/2003

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Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
TIME DOMAIN REFLECTOMETER WITH WIDEBAND DUAL BALANCED DUPLEXER LINE COUPLING CIRCUIT	USA	Tempo Communications, Inc.	GRANTED	09/967457	9/26/2001	6621562	9/16/2003
METHOD AND APPARATUS FOR FILTERING UNWANTED NOISE WHILE AMPLIFYING A DESIRED SIGNAL	USA	Tempo Communications, Inc.	GRANTED	10/057752	10/25/2001	6946850	9/20/2005
IMPROVED CUTTER FOR FO CABLE AND METHOD OF USING SAME	USA	Tempo Communications, Inc.	GRANTED	10/027141	12/20/2001	6735870	5/18/2004
ALIGNING SLEEVE FOR A BUNDLE OF FIBEROPTIC CYLINDRICAL FIBERS	USA	Tempo Communications, Inc.	GRANTED	10/095804	2/19/2002	6654528	11/25/2003
CRIMP FOR JACK	USA	Tempo Communications, Inc.	GRANTED	10/078810	2/19/2002	6807728	10/26/2004
CRIMPING TOOL FOR CONNECTING A MODULAR PLUG CONNECTOR	USA	Tempo Communications, Inc.	GRANTED	10/408239	4/8/2003	7040007	5/9/2006
METHOD OF AND SYSTEM FOR LOCATING A SINGLE PASSIVE UNDERGROUND ELECTRICAL MARKER TYPE THAT DISTINGUISHES FALSE INDICATIONS	USA	Tempo Communications, Inc.	GRANTED	10/800300	3/11/2004	7095231	8/22/2006
METHOD OF AND SYSTEM FOR RAPIDLY LOCATING ALL PASSIVE UNDERGROUND ELECTRONIC MARKER TYPES	USA	Tempo Communications, Inc.	GRANTED	10/800301	3/11/2004	7170411	1/30/2007
APPARATUS FOR DETECTING IMBALANCES IN A PAIRED LINE	USA	Tempo Communications, Inc.	GRANTED	12/004965	12/20/2007	7719288	5/18/2010
APPARATUS FOR DETECTING IMBALANCES IN A PAIRED LINE	USA	Tempo Communications, Inc.	GRANTED	12/768834	4/28/2010	8232807	7/31/2012

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Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
METHOD OF TESTING GROUND RESISTANCE BY MAKING USE OF EXISTING TELEPHONE LINES	USA	Tempo Communications, Inc.	GRANTED	12/200446	8/28/2008	8237459	8/7/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	USA	Tempo Communications, Inc.	GRANTED	12/485383	6/16/2009	8237427	8/7/2012
METHOD FOR PERFORMING A SHIELD INTEGRITY TEST AND FOR ISOLATING TROUBLE IN THE SHIELD USING GRAPHICAL ANALYSIS	USA	Tempo Communications, Inc.	GRANTED	12/603959	10/22/2009	8284904	10/9/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	CANADA	Tempo Communications, Inc.	GRANTED	2704103	5/13/2010	2704103	1/19/2016
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	EUROPE	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	BELGIUM	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	DENMARK	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	FRANCE	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	GERMANY	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	IRELAND	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	ITALY	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012

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Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	SPAIN	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
WIDEBAND HIGH IMPEDANCE BRIDGING MODULE	UNITED KINGDOM	Tempo Communications, Inc.	GRANTED	10164086.0	5/27/2010	2264993	1/18/2012
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	CANADA	Tempo Communications, Inc.	GRANTED	2710639	7/21/2010	2710639	8/22/2017
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	EUROPE	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	BELGIUM	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	FRANCE	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	GERMANY	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	NETHERLANDS	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	ITALY	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	SPAIN	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	UNITED KINGDOM	Tempo Communications, Inc.	GRANTED	10170237.1	7/21/2010	2282499	4/25/2018
APPARATUS FOR DETECTING IMBALANCES IN A PAIRED LINE	EUROPE	Tempo Communications, Inc.	PENDING	11163990.2	4/28/2011		

TRADEMARK

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
ELECTRICAL HAZARD WARNING IN AUDIO SIGNAL PROBE	USA	Tempo Communications, Inc.	GRANTED	13/305056	11/28/2011	8754629	6/17/2014
CUTTING, STRIPPING AND CRIMPING ALL-IN-ONE TOOL	USA	Tempo Communications, Inc.	GRANTED	13/372961	2/14/2012	9059573	6/16/2015
TEST INSTRUMENT FOR PULSE TDR, STEP TDR, AND TRANSMISSION ANALYSIS	USA	Tempo Communications, Inc.	GRANTED	12/838199	7/16/2010	8564302	10/22/2013
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	USA	Tempo Communications, Inc.	GRANTED	14/506106	10/3/2014	9992690	6/5/2018
PLACED WIRELESS INSTRUMENTS	EUROPE	Tempo Communications, Inc.	PENDING	14187880.1	10/7/2014		
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	CHINA	Tempo Communications, Inc.	PENDING	201410539248.5	10/13/2014		
LOOSE TUBE FIBER CABLE ADAPTER AND SPLICE-ON CONNECTOR ADAPTER	USA	Tempo Communications, Inc.	GRANTED	15/084965	3/30/2016	9835799	12/5/2017
SYSTEMS AND METHODS FOR DETERMINING AND OPTIMIZING PERFORMANCE OF WIRELESS NETWORKS HAVING MULTIPLE ACCESS POINTS	EUROPE	Tempo Communications, Inc.	PENDING	17166913.8	4/18/2017		
DISTRIBUTED SENSOR NETWORK FOR MEASURING AND OPTIMIZING WIRELESS NETWORKS	EUROPE	Tempo Communications, Inc.	PENDING	17188380.4	8/29/2017		
CABLE CUTTER/CRIMPER MECHANISM	USA	Tempo Communications, Inc.	GRANTED	10/079089	2/20/2002	6766581	7/27/2004
CUTTER FOR FIBER OPTIC CABLE AND METHOD OF USING SAME	USA	Tempo Communications, Inc.	GRANTED	10/027141	12/20/2001	6735870	5/18/2004

TRADEMARK

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
SYSTEM AND METHOD FOR GENERATING A GRAPHIC ILLUSTRATION OF WIRELESS NETWORK PERFORMANCE	USA	Tempo Communications, Inc.	PENDING	15/048801	2/19/2016		
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	USA	Tempo Communications, Inc.	PENDING	15/974113	5/8/2018		
DISTRIBUTED SENSOR NETWORK FOR MEASURING AND OPTIMIZING WIRELESS NETWORKS	USA	Tempo Communications, Inc.	PENDING	15/688099	8/28/2017		
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	Germany	Tempo Communications, Inc.	GRANTED	14187880.1	10/07/14	2874429	12/05/18
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	United Kingdom	Tempo Communications, Inc.	GRANTED	14187880.1	10/07/14	2874429	12/05/18
PLACED WIRELESS INSTRUMENTS FOR PREDICTING QUALITY OF SERVICE	Spain	Tempo Communications, Inc.	GRANTED	14187880.1	10/07/14	2874429	12/05/18
Systems And Methods For Determining And Optimizing Performance of Wireless Networks Having Multiple Access Points	USA	Tempo Communications, Inc.	PENDING	15/487147	4/13/2017		
Self-Orienting Buried Marker	USA	Tempo Communications, Inc.	PUBLISHED	15/821208	11/22/2017		
Self-Orienting Buried Marker	USA	Tempo Communications, Inc.	PUBLISHED	15/821237	11/22/2017		

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