

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tempo Communications, Inc.		01/30/2019	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FOCUS STRATEGIES MERCHANT INVESTMENTS, LLC		
<b>Street Address:</b>	901 S. MOPAC EXPRESSWAY		
<b>Internal Address:</b>	BUILDING II, SUITE 350		
<b>City:</b>	AUSTIN		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78746		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 32</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4544301	ACALERT	
<b>Registration Number:</b>	4301787	ADAPTAJACK	
<b>Registration Number:</b>	4918594	AIRSCOUT	
<b>Registration Number:</b>	2445055	BROADCASTREADY	
<b>Registration Number:</b>	2519097	CABLECASTER	
<b>Registration Number:</b>	4740649	DATASCOUT	
<b>Registration Number:</b>	2689295	DATASHARK	
<b>Registration Number:</b>	4400632	DATASHARK	
<b>Registration Number:</b>	2529742		
<b>Registration Number:</b>	2436461	FIBERCAT	
<b>Registration Number:</b>	2355875	FIBERWORKS	
<b>Registration Number:</b>	3870442	HUMBUCKER	
<b>Registration Number:</b>	2859106	HUMBUCKER	
<b>Registration Number:</b>	3973826	JACK TERMINATOR	
<b>Registration Number:</b>	2435249	LAN PRONAVIGATOR	
<b>Registration Number:</b>	1636759	LANCAT	
<b>Registration Number:</b>	2880112	MARKER-MATE	
<b>Registration Number:</b>	2497348	MICROTDR	

CH \$815.00 4544301

Property Type	Number	Word Mark
Registration Number:	2008853	NETCAT
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:** 9137775600

**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

<b>NAME OF SUBMITTER:</b>	Marshall S. Honeyman
<b>SIGNATURE:</b>	/Marshall S. Honeyman/
<b>DATE SIGNED:</b>	07/30/2019

**Total Attachments: 24**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Intellectual Property Security Agreement") is entered into as of January 30, 2019 by and among FOCUS STRATEGIES MERCHANT INVESTMENTS, LLC ("Lender") and TEMPO COMMUNICATIONS, INC., a Texas corporation (the "Borrower"),

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Borrower (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Lender and Borrower dated January 29, 2019 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement").

B. Lender is willing to make the Loans to Borrower, but only upon the condition, among others, that Borrower shall grant to Lender a security interest in certain Copyrights, Trademarks, Patents and Domain Names to secure the obligations of Borrower under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) including that certain Security Agreement dated January 29, 2019 between Borrower and Lender (the "Security Agreement"; capitalized terms used herein without definition shall have the meanings given to them in the Security Agreement), Borrower has granted to Lender a security interest in all of Borrower'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, the 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 and all other agreements now existing or hereafter arising between Borrower and Lender, Borrower hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure Borrower's obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Borrower, Borrower grants and pledges to Lender a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Trademarks, Patents and Domain Names listed on Exhibits A, B, C and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the

simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Borrower represents and warrants that Exhibits A, B, C and D attached hereto set forth any and all intellectual property rights in connection to which Borrower has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, except for those abandoned in the ordinary course of business.

This Intellectual Property Security Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Lender may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement. Any party sending an executed counterpart of a signature page to this Intellectual Property Security Agreement by facsimile, pdf, tiff or any other electronic means shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this Intellectual Property Security Agreement.

[Remainder of Page Intentionally Left Blank]

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.

Addresses of Borrower:

1390 Aspen Way  
Vista, CA 92081

BORROWER:

TEMPO COMMUNICATIONS, INC.

By: 

Name: Jason Butckho

Title: President

Address of Lender:

901 S. Mopac Expressway  
Building II, Suite 350  
Austin, TX 78746, 4th Floor

LENDER:

FOCUS STRATEGIES MERCHANT  
INVESTMENTS, LLC

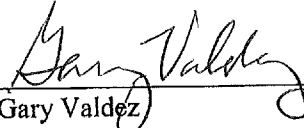
By:   
Name: Gary Valdez  
Title: President

EXHIBIT A

Copyrights

None



EXHIBIT B

Patents

1. 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
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

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
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
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

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
APPARATUS FOR DETECTING IMBALANCES IN A PAIRED LINE	USA	Greenlee Tools, Inc.	GRANTED	12/768834	4/28/2010	8232807	7/31/2012
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
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

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
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
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		

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
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		
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		
SYSTEM AND METHOD FOR GENERATING A GRAPHIC ILLUSTRATION OF WIRELESS NETWORK PERFORMANCE	USA	Greenlee Tools, Inc.	PENDING	15/048801	2/19/2016		

Title	Jurisdiction	Owner	Status	App. No.	App. Date	Pat. No.	Issue Date
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		

EXHIBIT C

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
MARKER-MATE	Greenlee Tools, Inc.	United States of America	76/484450	01/22/2003	2880112	08/31/2004

Trademark	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
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



EXHIBIT D

Domain Name Registrations

<b>Domain Name</b>	<b>Registrant</b>
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.

**FIRST AMENDMENT TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

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 FOCUS STRATEGIES MERCHANT INVESTMENTS, LLC (“Lender”) and TEMPO COMMUNICATIONS, INC., a Texas corporation (the “Borrower”).

RECITALS

A. Lender and the Borrower entered into that certain Loan Agreement dated January 29, 2019 (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”), and Lender has made certain advances of money (the “Loans”) pursuant thereto. In connection with the Loan Agreement and the Loans, Lender and the Borrower entered into that certain Intellectual Property Security Agreement as of January 30, 2019 (the “Original Intellectual Property Security Agreement”).

B. Lender and the Borrower 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. Exhibit B (Patents) to the Original Intellectual Property Security Agreement is hereby amended to read as set forth in Exhibit B to this First Amendment.
2. 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.
3. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Lender may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this First Amendment by facsimile, emailed portable document format (“pdf”), or tagged image file format (“tiff”) or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of this First Amendment. Any party sending an executed counterpart of a signature page to this First Amendment by facsimile, pdf, tiff or any other electronic means shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this First Amendment.

[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.

Addresses of Borrower:

1390 Aspen Way  
Vista, CA 92081

BORROWER:

TEMPO COMMUNICATIONS, INC.

By: 

Name: Jason Butckho

Title: President

Address of Lender:

901 S. Mopac Expressway  
Building II, Suite 350  
Austin, TX 78746, 4th Floor

LENDER:

FOCUS STRATEGIES MERCHANT  
INVESTMENTS, LLC

By:

Name: Gary Valdez

Title: President

A handwritten signature in cursive script, appearing to read "Gary Valdez", is written over a horizontal line. The signature is fluid and extends to the right of the line.

EXHIBIT A

[There is no Exhibit A to this First Amendment]

EXHIBIT B  
 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

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 FOCABLE 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

TRADEMARK  
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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		

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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

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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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