

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Interest - Mezz loan		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cradlepoint, Inc.		02/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87092921	CRADLEPOINT NETCLOUD	
Serial Number:	87503158	ELASTIC EDGE	
Serial Number:	86950513	CRADLEPOINT NETCLOUD	
Serial Number:	86238566	ENTERPRISE CLOUD MANAGER	
Serial Number:	86162498	CRADLEPOINT	
CORRESPONDENCE DATA			
Fax Number:	8586385130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	619-699-2700		
Email:	susan.reynolds@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street, Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	02/07/2020		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of February 7, 2020, by and between SILICON VALLEY BANK, a California corporation in its capacity as administrative agent and collateral agent for Lenders (in such capacity, “Agent”), and CRADLEPOINT, INC., a Delaware corporation (“Grantor”).

RECITALS

A. SILICON VALLEY BANK and WESTRIVER INNOVATION LENDING FUND VIII, L.P., a Delaware limited partnership (collectively, the “Lenders”), have agreed to make certain advances of money and to extend certain financial accommodation (the “Loans”) to Grantor and PERTINO, INC., a Delaware corporation (collectively, “Co-Borrowers”), in the amounts and manner set forth in that certain Mezzanine Loan and Security Agreement by and among the Lenders, Agent, and Co-Borrowers dated as of the same date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Co-Borrowers, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the Intellectual Property Collateral does not include (a) any "intent to use" trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Intellectual Property Collateral, (b) rights held under licenses that are not assignable by their terms without the consent of the licensor thereof, and (c) rights held under a license that are not assignable by their terms without the consent of the licensor thereof (but only to the extent such restriction on assignment is enforceable under applicable law).

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Agent.

3. Authorization. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Agent with respect to the Intellectual Property Collateral are as provided by the Loan

Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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

Address:

Cradlepoint, Inc.
1111 West Jefferson Street, Suite 400
Boise, ID 83702
Attn: Valerie Heusinkveld, CFO

GRANTOR:

CRADLEPOINT, INC.

By: 

Name: Valerie Heusinkveld

Title: CFO

Address:

Silicon Valley Bank
2755 East Cottonwood Parkway, Suite 540
Salt Lake City, Utah 84121
Attn: Jayson Davis

AGENT:

SILICON VALLEY BANK, as Agent

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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

GRANTOR:

Address:

Cradlepoint, Inc.
1111 West Jefferson Street, Suite 400
Boise, ID 83702
Attn: Valerie Heusinkveld, CFO

CRADLEPOINT, INC.

By: _____

Name: _____


Title: _____

AGENT:

Address:

Silicon Valley Bank
2755 East Cottonwood Parkway, Suite 540
Salt Lake City, Utah 84121
Attn: Jayson Davis

SILICON VALLEY BANK, as Agent

By: _____


Name: _____

Title: _____
Director

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Handset cradle	7764784	7/27/10
Embedded DNS	7962569	6/14/11
Automated access of an enhanced command set	8249052	8/21/12
Multipurpose indicator lights	8421637	4/16/13
Communicating network status	8477639	7/2/13
Security enclosure for a router	8480761	7/9/13
Initiating router functions	8644272	2/4/14
Data plan activation and modification	8732808	5/20/14
Multipurpose indicator lights	8830075	9/9/14
System to configure and manage routers through wireless communication	8971209	3/3/15
Communicating network status	9094280	7/28/15
Gathering data on cellular data communication characteristics	9167437	10/20/15
Hotspot communication limiter	9232461	1/5/16
Router collaboration	9270571	2/23/16
Selecting a data path	9237102	1/12/16
Configuring a wireless router	9294353	3/22/16
System to configure and manage routers through wireless communication	9356835	5/31/16
Data path switching	9584406	2/28/17
System and method for collecting individualized network usage data in a personal hotspot wireless network	9021081	4/28/15
Data path switching	15408967	1/18/17
Remote out of band management	14930538	11/2/15
Implicit traffic engineering	9992062	6/5/18
Communication between broadcast domains	9118495	8/25/15
Linking logical broadcast domains	13675552	11/13/12

People centric management of cloud networks via GUI	15348902	11/10/16
People centric management of cloud networks via GUI	16720448	12/19/19
Connecting a cloud network to the internet	10177957	1/8/19
Connecting a cloud network to the internet	10505989	12/10/19
Connecting a cloud network to the internet	16688846	11/19/19
Private networks overlaid on cloud infrastructure	10110417	10/23/18
Private networks overlaid on cloud infrastructure	16125578	9/7/18
Private networks overlaid on cloud infrastructure	16277911	2/15/19
Deployment of network-related features over cloud network	10135677	11/20/18
Deployment of network-related features over cloud network	16128985	9/12/18
Deployment of network-related features over cloud network	16277926	2/15/19
Implicit traffic engineering	10326652	6/18/19
Implicit traffic engineering	10389583	8/20/2019
Implicit traffic engineering	16405825	5/7/2019
Implicit traffic engineering		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
CRADLEPOINT NETCLOUD	87092921	7/5/16
ELASTIC EDGE	87503158	6/23/17
CRADLEPOINT NETCLOUD	86950513	3/23/16
ENTERPRISE CLOUD MANAGER	86238566	4/1/14
CRADLEPOINT	86162498	1/10/14
CRADLEPOINT VERIFY	88750958	1/8/20

EXHIBIT D

Mask Works

None

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354271-000731

RECORDED: 02/07/2020

**TRADEMARK
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