

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ayla Networks Holding Corporation		03/24/2020	Corporation:
Ayla Networks, Inc.		03/24/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Pinnacle Ventures, L.L.C., as Agent		
Street Address:	480 S. California Avenue		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94306		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5079315	AYLA INSIGHTS	
Registration Number:	4891760	AYLA NETWORKS	
Registration Number:	4891758	AYLA NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	4159472099		
<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:	4159472000		
Email:	qluflood@wsgr.com		
Correspondent Name:	WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL		
Address Line 1:	ONE MARKET, SPEAR TOWER, SUITE 3300		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	30897.102		
NAME OF SUBMITTER:	Qui Lu Flood		
SIGNATURE:	/Qui Lu Flood/		
DATE SIGNED:	03/24/2020		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of March 24, 2020 by **AYLA NETWORKS, INC.**, a Delaware corporation ("**Parent**"), and **AYLA NETWORKS HOLDING CORPORATION**, a Delaware corporation ("**Ayla US Holdings**" and together with Parent, the "**Grantors**" and each, a "**Grantor**") in favor of **PINNACLE VENTURES, L.L.C.** ("**Secured Party**") as agent for the lenders ("**Lenders**") identified on Schedule 1 to the Loan Agreement (as defined below).

RECITALS

A. Lenders have made or will make certain advances of money and extend certain financial accommodations to the Grantors (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement by and among the Grantors, Secured Party and Lenders dated as of March 24, 2020 (as the same may be amended, restated, modified or supplemented from time to time, the "**Loan Agreement**"; capitalized terms used but not otherwise defined herein have the definitions assigned to such terms in the Loan Agreement). Under the Loan Agreement, the Grantors have granted to Secured Party a security interest in certain copyrights, trademarks, patents, and mask works to secure the obligations of the Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, the Grantors have granted to Secured Party a security interest in all of each 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, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Secured Party a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents, trademarks and mask works listed on Schedules 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 Secured Party under the Loan Agreement. The rights and remedies of Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan Agreement or any of the Transaction 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 Secured Party 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 Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Secured Party, of any or all other rights, powers or remedies.

(signature page follows)

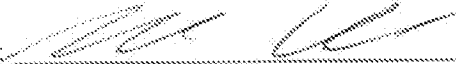
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantor:

AYLA NETWORKS, INC.

680 N. McCarthy Blvd, Suite 100
Milpitas, CA 95035
Attention: Matt Smith, VP, Finance

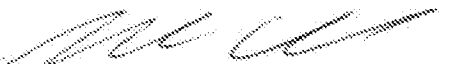
By:  _____

Name: Jonathan Cobb

Title: Chief Executive Officer

AYLA NETWORKS HOLDING CORPORATION

680 N. McCarthy Blvd, Suite 100
Milpitas, CA 95035
Attention: Matt Smith, VP, Finance

By:  _____

Name: Jonathan Cobb

Title: President

SECURED PARTY:

Address of Secured Party:

PINNACLE VENTURES, L.L.C.

480 S. California Avenue
Palo Alto, CA 94308
Attn: Chief Operating Officer

By: _____

Name: Robert N. Savoie

Title: Chief Operating Officer

(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.

GRANTORS:

Address of Grantor:

680 N. McCarthy Blvd, Suite 100
Milpitas, CA 95035
Attention: Matt Smith, VP, Finance

AYLA NETWORKS, INC.

By: _____

Name: Jonathan Cobb

Title: Chief Executive Officer

AYLA NETWORKS HOLDING CORPORATION

680 N. McCarthy Blvd, Suite 100
Milpitas, CA 95035
Attention: Matt Smith, VP, Finance

By: _____

Name: Jonathan Cobb

Title: President

SECURED PARTY:

Address of Secured Party:

480 S. California Avenue
Palo Alto, CA 94306
Attn: Chief Operating Officer

PINNACLE VENTURES, L.L.C.

By: Robert N. Savoie

Name: Robert N. Savoie

Title: Chief Operating Officer

(Signature page to Intellectual Property Security Agreement)

EXHIBIT A

COPYRIGHTS

Software not registered with the U.S. Copyright Office

AMAP Software	Ayla's proprietary mobile application platform software
Developer Platform	Ayla's proprietary developer and testing cloud platform software.
Embedded Agent	Ayla's proprietary software that enables devices to connect to the Developer Platform and Field Platform through a wifi-enabled gateway. Current versions of the Embedded Agent include the production agent, open agent and portable agent.
Field Platform	Ayla's proprietary production cloud platform software.
Gateway Software	Ayla's proprietary software that enables devices to connect to the Developer Platform and Field Platform through a non-wifi enabled gateway.

EXHIBIT B

LIST OF PATENTS – AYLA NETWORKS, INC.



Patents Issued

Patent No.	Date issued	Description
US 8,588,990	11/19/2013	Communicating Through A Server Between Appliances and Applications
US 9,268,552	02/23/2016	Patching Improvement For Executables in Memory Constrained Devices
US 9,426,185	08/23/2016	Proximity Based Communication with Embedded System
US 9,661,083	05/23/2017	Efficient Notification Protocol through Firewalls
US 9,648,055	05/09/2017	Applications in a Flexible Registration Framework
US 9,729,383	08/08/2017	Flexible Rules Engine for Managing Connected Consumer Devices
US 9,473,504	10/18/2016	Role Based Access Control for Connected Consumer Devices
US 9,396,015	07/19/2016	Flexible Device Templates for Connected Consumer Devices
US 9,800,619	10/24/2017	Registration Framework for Connected Consumer Devices
US 9,813,505	11/07/2017	Devices in a Flexible Registration Framework
US 10,162,622	12/25/2018	Local Over the Air Update of an Embedded System
US 10,223,160	03/05/2019	Compact Schedules for Resource-Constrained Devices
US 10,313,455	06/04/2019	Data Streaming Service for an Internet-Of-Things Platform
US 10,404,832	09/03/2019	Management of Gateway Device Using Virtual Gateway Device
US 10,425,811	09/24/2019	Linked User Accounts for an Internet of Things Platform
US 10,484,512	11/19/2019	Management of Multi-Radio Gateway Device Using Virtual Gateway Device
US 10,129,226	11/13/2018	Proximity Based Communication With Embedded System

Patent Applications in Process

Application No.	Date filed	Description
US 15/154,135	05/13/2016	Metadata Tables for Time-Series Data Management
US 15/914,960	03/07/2018	Third-Party Application Control of Devices in an IoT Platform
US 15/799,625	10/31/2017	Roaming of A Device Between Stationary Devices and Mobile Devices
US 15/804,951	11/06/2017	Devices in a Flexible Registration Framework
US 15/869,982	01/12/2018	Connectivity State Optimization to Devices in a Mobile Environment
US 16/011,151	06/18/2018	Device Control Application with Changeable Workflow
US 16/203,438	11/28/2018	Local Over the Air Update of an Embedded System
US 16/255,592	01/23/2019	Compact Schedules for Resource-Constrained Devices
US 16/153,609	10/05/2018	Communication Module for Embedded System
US 15/244,998	08/23/2016	Feed Service Engine
US 15/475,086	03/30/2017	Multi-Tagged Multi-Tenant Rate Limiting
US 16/011,147	06/18/2018	Application Development Framework for Device Control Applications of IoT Devices

EXHIBIT C
AYLA NETWORKS TRADEMARKS

Country	Trademark	Status	Application/Registration Number	Application/Registration Date
USA	AYLA INSIGHTS	Registered	5079315	November 8, 2016
USA		Registered	4891760	January 26, 2016
USA	AYLA NETWORKS	Registered	4891758	January 26, 2016
*China	AYLA	Registered	16428102	April 21, 2016
*China	AYLA NETWORKS	Pending	16428121	March 2, 2015
*China	 (Leaf Logo)	Pending	16428210	March 2, 2015

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

EXHIBIT D

MASK WORKS

None.