

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OOMA, INC.		01/08/2021	Corporation:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86502147	BUTTERFLEYE	
Serial Number:	86502142		
Serial Number:	78395883	OOMA	
Serial Number:	86655992	OOMA	
Serial Number:	77198263		
Serial Number:	77829146	OOMA TELO	
Serial Number:	85849290	THE SMART PHONE FOR YOUR BUSINESS	
Serial Number:	85553905	THE SMART PHONE FOR YOUR HOME	
CORRESPONDENCE DATA			
Fax Number:	2165665800		
<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:	2165665791		
Email:	Jennifer.Hardy@thompsonhine.com		
Correspondent Name:	Jennifer N. Villyard, Esq.		
Address Line 1:	3900 Key Center		
Address Line 2:	127 Public Square		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Jennifer N. Villyard		
SIGNATURE:	/s/ Jennifer N. Villyard		

OP \$215.00 86502147

DATE SIGNED:

01/11/2021

Total Attachments: 32

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INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this “Agreement”) is made effective as of the 8th day of January, 2021 by OOMA, INC., a Delaware corporation (the “Pledgor”), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association, as the administrative agent under the Credit Agreement, as hereinafter defined (the “Administrative Agent”), for the benefit of the Administrative Agent and the Lenders, as hereinafter defined.

1. Recitals.

The Pledgor is entering into that certain Credit and Security Agreement, dated as of January 8, 2021, with the lenders from time to time party thereto (together with their respective successors and assigns, collectively, the “Lenders” and, individually, each a “Lender”) and the Administrative Agent (as the same may from time to time be amended, restated or otherwise modified, the “Credit Agreement”). The Pledgor desires that the Lenders grant to the Pledgor the financial accommodations as described in the Credit Agreement.

The Pledgor deems it to be in the direct pecuniary and business interests of the Pledgor that it obtain from the Lenders the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit provided for in the Credit Agreement.

The Pledgor understands that the Lenders are willing to enter into the Credit Agreement and grant the financial accommodations provided for in the Credit Agreement only upon certain terms and conditions, one of which is that the Pledgor grant to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of the Lenders entering into the Credit Agreement and each financial accommodation granted to the Pledgor by the Lenders, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

“Assignment” means an Assignment in the form of Exhibit A attached hereto.

“Collateral” means, collectively, all of the Pledgor’s existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, rights in trade dress, publicity, works of authorship and other unregistered

copyrightable material, improvements, and proprietary and confidential information, including, without limitation, personal, financial, and other sensitive data, plans, know-how, processes, formulae, algorithms and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing; provided that Collateral shall not include Excluded Property.

“Event of Default” means an event or condition that constitutes an Event of Default, as defined in Section 8.1 hereof.

“Obligations” means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by the Pledgor to the Administrative Agent, the Issuing Lender or any Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans, and all obligations of the Pledgor or any other Credit Party pursuant to Letters of Credit; (b) each extension, renewal, consolidation or refinancing of any of the foregoing, in whole or in part; (c) the commitment and other fees, and any prepayment fees payable pursuant to the Credit Agreement or any other Loan Document; (d) all fees and charges in connection with the Letters of Credit; (e) every other liability, now or hereafter owing to the Administrative Agent or any Lender by any Company pursuant to the Credit Agreement or any other Loan Document; and (f) all Related Expenses.

“Secured Obligations” means, collectively, (a) the Obligations, (b) all obligations and liabilities of the Companies owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Hedge Agreements, and (c) the Bank Product Obligations owing to a Lender (or an entity that is an affiliate of a then existing Lender) under Bank Product Agreements; provided that Secured Obligations of a Credit Party shall not include Excluded Swap Obligations owing from such Credit Party. For the avoidance of doubt, Permitted Equity Derivatives shall not constitute Secured Obligations.

“USCO” means the United States Copyright Office in Washington, D.C.

“USPTO” means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Secured Obligations, the Pledgor hereby agrees that the Administrative Agent shall at all times have, and hereby grants to the Administrative Agent, for the benefit of the Lenders (and Affiliates thereof that hold Secured Obligations), a security

interest in all of the Pledgor's right, title and interest in the Collateral, whether now owned or hereafter acquired, including (without limitation) all of the Pledgor's future Collateral.

4. Representations and Warranties. The Pledgor hereby represents and warrants to the Administrative Agent and each Lender as follows:

4.1. The Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. The Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person that could reasonably be expected to result in a Material Adverse Effect.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, the Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Pledgor not to sue third Persons.

4.5. The Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. The Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. The Pledgor shall not enter into any agreement that is inconsistent with the Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral, without the Administrative Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Reserved.

7. Standard Patent and Trademark Use. Except where the same could not reasonably be expected to have a Material Adverse Effect, the Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. The Pledgor shall comply in all material respects with all patent marking requirements as specified in 35 U.S.C. §287 with respect to patents that are material to the Pledgor's business. The Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ℠ where appropriate.

8. Events of Default and Remedies.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. The Administrative Agent, for the benefit of the Lenders, shall at all times have the rights and remedies of a secured party under the U.C.C. as in effect from time to time, in addition to the rights and remedies of a secured party provided elsewhere within this Agreement, any Note or any other Loan Document, or otherwise provided in law or equity; provided that any exercise thereof shall be by the Administrative Agent or a designee thereof.

8.3. The Pledgor expressly acknowledges that the Administrative Agent, on behalf of the Lenders, shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, the Pledgor shall execute and deliver to the Administrative Agent the Assignment, which Assignment shall have no force and effect and shall be held by the Administrative Agent in escrow until the occurrence and during the continuance of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence and during the continuance of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of the Administrative Agent in the form reflected on the face of the Assignment and the Administrative Agent may, in its sole discretion, record the Assignment with the USCO and the USPTO, as appropriate.

8.4. If an Event of Default shall occur and be continuing, the Pledgor irrevocably authorizes and empowers the Administrative Agent, on behalf of the Lenders, to terminate the Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to the Pledgor or any other Person or property, all of which the Pledgor hereby waives, and upon such terms and in such manner as the Administrative Agent may deem advisable, the Administrative Agent, on behalf of the Lenders, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that the Pledgor may have therein, at any time, or from time to time. No prior notice need be given to the Pledgor or to any other Person in the case of any sale of Collateral that the Administrative Agent determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case the Administrative Agent shall give the Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence and applicable law) waives notice of any kind in respect of any such sale. At any such public sale, the Administrative Agent or any Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights the Pledgor hereby waives and releases. After paying all claims, if any, secured by liens having precedence over this Agreement, the Administrative Agent shall promptly apply the net proceeds of each such sale to or toward the payment of the Secured Obligations, whether or not then due, as set forth in Section 9.8 of the Credit Agreement. Any excess, to the extent permitted by law, shall be paid to the Pledgor, and the obligors on the Secured Obligations shall remain liable for any deficiency. In addition, if the

maturity of the Obligations is accelerated pursuant to Section 9.1 or 9.2 of the Credit Agreement, the Administrative Agent shall at all times have the right, pursuant to the Credit Agreement, to obtain new appraisals of the Pledgor or the Collateral, the documented reasonable out-of-pocket cost of which shall be paid by the Pledgor pursuant to Section 24 hereof.

9. Maintaining Collateral. The Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that the Pledgor shall not be obligated to maintain any Collateral in the event the Pledgor determines, in the reasonable business judgment of the Pledgor, that the maintenance of such Collateral is no longer necessary in the Pledgor's business.

10. The Pledgor's Obligation to Prosecute. Subject to Section 9, except as otherwise agreed to by the Administrative Agent in writing, the Pledgor shall have the duty to prosecute diligently any patent, trademark, service mark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been Paid in Full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred by the Pledgor in connection with the Collateral shall be borne by the Pledgor. The Pledgor shall not abandon any Collateral without the prior written consent of the Administrative Agent, unless such abandonment will not have a Material Adverse Effect or such abandonment is in connection with the abandonment of a product or product line.

11. Administrative Agent's Right to Enforce. The Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. The Administrative Agent, on behalf of the Lenders, shall have the right, but shall have no obligation, to join in any such action. [Cost and expenses covered in Section 25.]

12. Power of Attorney. The Pledgor hereby authorizes and empowers the Administrative Agent, on behalf of the Lenders, to make, constitute and appoint any officer or agent of the Administrative Agent as the Administrative Agent may select, in its exclusive discretion, as the Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence and during the continuance of an Event of Default, the Pledgor's name on all applications, documents, papers and instruments necessary for the Administrative Agent, on behalf of the Lenders, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for the Administrative Agent, on behalf of the Lenders, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill, to any Person or Persons. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Administrative Agent's Right to Perform Obligations. If the Pledgor fails to comply with any of its obligations under this Agreement, the Administrative Agent, on behalf of the Lenders, may, but is not obligated to, do so in the name of the Pledgor or in the name of the Administrative Agent, on behalf of the Lenders, but at the Pledgor's expense, and the Pledgor

hereby agrees to reimburse the Administrative Agent, upon request, in full for all expenses, including attorneys' fees, incurred by the Administrative Agent and the Lenders in protecting, defending and maintaining the Collateral.

14. Additional Documents. The Pledgor shall, upon written request of the Administrative Agent, enter into such additional documents or instruments as may be reasonably required by the Administrative Agent in order to effectuate, evidence or perfect the interest of the Administrative Agent and the Lenders in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Secured Obligations shall have been Paid in Full and the Commitment terminated, the Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and the Pledgor shall give the Administrative Agent prompt written notice thereof.

16. Modifications for New Collateral. The Pledgor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedule 1 hereto to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at the Administrative Agent's request, the Pledgor shall execute any documents or instruments required by the Administrative Agent in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of the Pledgor.

17. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to the Pledgor, mailed (via overnight mail) or delivered to it, addressed to it at the address specified on the signature page of the Credit Agreement, if to the Administrative Agent or any Lender, mailed (via overnight mail) or delivered to it, addressed to the address of the Administrative Agent or such Lender specified on the signature pages of the Credit Agreement, an Assignment Agreement or an Assignment and Assumption Agreement, as applicable, or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered (if received during normal business hours on a Business Day, such Business Day, otherwise the following Business Day) or three Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile or electronic communication, in each case of facsimile or electronic communication with telephonic confirmation of receipt. All notices pursuant to any of the provisions hereof shall not be effective until received.

18. No Waiver or Course of Dealing. No course of dealing between the Pledgor and the Administrative Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any such Lender, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19. Remedies Cumulative. Each right, power or privilege specified or referred to in this Agreement is in addition to any other rights, powers and privileges that the Administrative Agent or the Lenders may have or acquire by operation of law, by other contract or otherwise. Each right, power or privilege may be exercised by the Administrative Agent and the Lenders either independently or concurrently with other rights, powers and privileges and as often and in such order as the Administrative Agent and the Lenders may deem expedient. All of the rights and remedies of the Administrative Agent and the Lenders with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability; Attachments. Any provision of this Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. Each schedule or exhibit attached to this Agreement shall be incorporated herein and shall be deemed to be a part hereof.

21. Modifications. This Agreement may be amended or modified only by a writing signed by the Pledgor and the Administrative Agent. No waiver or consent granted by the Administrative Agent and the Lenders in respect of this Agreement shall be binding upon the Administrative Agent and the Lenders unless specifically granted in writing by the Administrative Agent, which writing shall be strictly construed.

22. Assignment and Successors. This Agreement shall not be assigned by the Pledgor without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Pledgor and the successors and permitted assigns of the Pledgor, and shall inure to the benefit of and be enforceable and exercisable by the Administrative Agent on behalf of and for the benefit of the Administrative Agent and the Lenders and their respective successors and assigns. Any attempted assignment or transfer without the prior written consent of the Administrative Agent shall be null and void.

23. Entire Agreement. This Agreement integrates all of the terms and conditions with respect to the Collateral and supersedes all oral representations and negotiations and prior writings, if any, with respect to the subject matter hereof.

24. Headings; Execution. The headings and subheadings used herein are for convenience of reference only and shall be ignored in interpreting the provisions of this Agreement. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and by facsimile or other electronic signature, each of which counterparts when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

25. Costs and Expenses. The Pledgor agrees to pay all documented reasonable out-of-pocket costs and expenses (including Related Expenses) of the Administrative Agent in connection with the enforcement of the Secured Obligations or this Agreement, including attorneys' fees and expenses of a single counsel to the Administrative Agent and one local

counsel in each relevant jurisdiction for each of the Administrative Agent. The Pledgor shall pay amounts due under this Section 25 no later than fifteen days after the Pledgor have received written demand therefor together with reasonably detailed supporting documentation, including invoices. All obligations provided for in this Section 25 shall survive any termination of this Agreement.

26. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the respective rights and obligations of the Pledgor, the Administrative Agent, and the Lenders shall be governed by New York law. The Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any New York state or federal court sitting in New York county, New York, over any action or proceeding arising out of or relating to this Agreement or any Loan Document, and the Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such New York state or federal court. The Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. The Pledgor agrees that a final, nonappealable judgment in any such action or proceeding in any state or federal court in the State of New York shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]

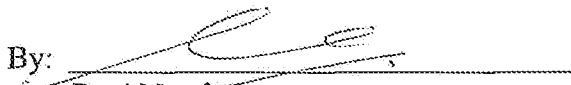
4851-1928-3918.4

JURY TRIAL WAIVER. TO THE EXTENT PERMITTED BY LAW, THE PLEDGOR, THE ADMINISTRATIVE AGENT AND EACH LENDER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE PLEDGOR, THE ADMINISTRATIVE AGENT AND THE LENDERS, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement as of the date first set forth above.

OOMA, INC.



By: _____


Ravi Narula
Chief Financial Officer

SCHEDULE 1

See attached.

Ooma, Inc.
Trademark Summary by Mark

Mark	Country	Class	Status	Filed Date	Serial No.	Reg. Date	Reg. No.	Current Owner
BUTTERFLEVE	United States	09, 42	Registered	01/13/2015	86/502,147	12/13/2016	5,100,939	Butterfleye, Inc.
Butterfly Design 	United States	09, 42	Registered	01/13/2015	86/502,142	12/13/2016	5,100,938	Butterfleye, Inc.
OOMA	Canada		Registered	10/25/2011	1,549,110	11/05/2014	TMA889,450	ooma, Inc.
OOMA	European Union	09, 38, 42	Registered	12/17/2014	013582259	12/17/2014	013582259	Ooma, Inc.
OOMA	United States	09, 38	Registered	04/02/2004	78/395,883	09/30/2008	3,509,877	ooma, Inc.
OOMA	United States	09, 38, 42	Registered	06/09/2015	86/655,992	04/02/2019	5,715,734	Ooma, Inc.
ooma Design 	United States	09, 38	Registered	06/05/2007	77/198,263	11/30/2010	3,883,227	ooma, Inc.
OOMA SMART CAM	European Union	09, 38, 42	Registered	11/21/2018	17989318	11/21/2018	17989318	Ooma, Inc.
OOMA SMART CAM	United Kingdom	09, 38, 42	Registered	11/21/2018	3355309	11/21/2018	3355309	Ooma, Inc.
OOMA TELO	Canada		Registered	10/25/2011	1,549,109	11/05/2014	TMA889,452	Ooma, Inc.
OOMA TELO	United States	09, 38, 42	Registered	09/17/2009	77/829,146	09/04/2012	4,202,702	ooma, Inc.
THE SMART PHONE FOR YOUR BUSINESS	United States	09, 38	Registered	02/13/2013	85/849,290	04/17/2018	5,448,697	Ooma, Inc.
THE SMART PHONE FOR YOUR HOME	United States	09, 38	Registered	02/27/2012	85/553,905	07/08/2014	4,564,622	Ooma, Inc.

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Ooma, Inc.
 Patent Status Summary as of 01/08/2021
 Carr & Ferrell LLP

Cdf No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7499US	15/292,051 (9929981)	Oct 12, 2016 (Mar 27, 2018)	Granted	Address Space Mapping for Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	First Maintenance Fee DUE Sep 27, 2021 Second Maintenance Fee DUE Sep 27, 2025 Third Maintenance Fee DUE Sep 27, 2029 Patent EXPIRES May 08, 2035	Ooma, Inc.
6730US	14/327,163 (10553098)	Jul 09, 2014 (Feb 04, 2020)	Granted	Appliance Device Integration with Alarm Systems	David A. Bryan, Tobin E. Farrand, Douglas E. Hart	First Maintenance Fee DUE Aug 04, 2023 Second Maintenance Fee DUE Aug 04, 2027 Third Maintenance Fee DUE Aug 04, 2031 Patent EXPIRES Jul 09, 2034	Ooma, Inc.
6730CA	2954351 (2954351)	Jun 03, 2015 (Apr 07, 2020)	Granted	Appliance Device Integration with Alarm Systems	David A. Bryan, Tobin E. Farrand, Douglas E. Hart	Annuity DUE Jun 03, 2021 Patent EXPIRES Jun 03, 2035	Ooma, Inc.

Ooma, Inc.
 Patent Status Summary as of 01/08/2021
 Carr & Ferrell LLP

Class No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7434US	15/251,977 (10009286)	Aug 30, 2016 (Jun 26, 2018)	Granted	Communications Hub	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	First Maintenance Fee DUE Dec 26, 2021 Second Maintenance Fee DUE Dec 26, 2025 Third Maintenance Fee DUE Dec 26, 2029 Patent EXPIRES Jul 12, 2035	Ooma, Inc.
7718US	16/011,479 (10771396)	Jun 18, 2018 (Sep 08, 2020)	Granted	Communications Network Failure Detection and Remediation	Karl Osterlund, Tobin E. Farrand, William M. Gillon, David A. Bryan, Arvind Vasudev, Douglas E. Hart	First Maintenance Fee DUE Mar 08, 2024 Second Maintenance Fee DUE Mar 08, 2028 Third Maintenance Fee DUE Mar 08, 2032 Patent EXPIRES May 08, 2035	Ooma, Inc.

Ooma, Inc.
 Patent Status Summary as of 01/08/2021
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Cdf No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7498US	15/292,043 (9787611)	Oct 12, 2016 (Oct 10, 2017)	Granted	Establishing and Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	First Maintenance Fee DUE Apr 10, 2021 Second Maintenance Fee DUE Apr 10, 2025 Third Maintenance Fee DUE Apr 10, 2029 Patent EXPIRES May 08, 2035	Ooma, Inc.
7128US	15/208,004 (10135976)	Jul 12, 2016 (Nov 20, 2018)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Dennis Peng, Kevin D. Snow, Tobin E. Farrand	First Maintenance Fee DUE May 20, 2022 Second Maintenance Fee DUE May 20, 2026 Third Maintenance Fee DUE May 20, 2030 Patent EXPIRES Sep 23, 2033	Ooma, Inc.
7397US	15/212,185 (9560198)	Jul 15, 2016 (Jan 31, 2017)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Dennis Peng, David A. Bryan, Kevin D. Snow, Tobin E. Farrand	Second Maintenance Fee DUE Jul 31, 2024 Third Maintenance Fee DUE Jul 31, 2028 Patent EXPIRES Sep 23, 2033	Ooma, Inc.

Ooma, Inc.
Patent Status Summary as of 01/08/2021
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Cell No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7398US	15/169,615 (9667782)	May 31, 2016 (May 30, 2017)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Tobin E. Farrand, Kevin D. Snow, Dennis Peng	Second Maintenance Fee DUE Nov 30, 2024 Third Maintenance Fee DUE Nov 30, 2028 Patent EXPIRES Sep 23, 2033	Ooma, Inc.
9179US	16/164,761 (10728386)	Oct 18, 2018 (Jul 28, 2020)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Dennis Peng, Kevin D. Snow, Tobin E. Farrand	Broadening Reissue (FINAL: Optional) DUE Jul 28, 2022 First Maintenance Fee DUE Jan 28, 2024 Second Maintenance Fee DUE Jan 28, 2028 Third Maintenance Fee DUE Jan 28, 2032 Patent EXPIRES Sep 23, 2033	Ooma, Inc.
6462FR	14845956.3 (3050287)	Jun 30, 2014 (Dec 19, 2018)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Dennis Peng, Kevin D. Snow, Tobin E. Farrand	Annuity DUE Jun 30, 2021 Patent EXPIRES Jun 30, 2034	Ooma, Inc.

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Ooma, Inc.
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Cliff No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
6462US	14845956.3 (3050287)	Jun 30, 2014 (Dec 19, 2018)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Dennis Peng, Kevin D. Snow, Tobin E. Farrand	Annuity DUE Jun 30, 2021 Patent EXPIRES Jun 30, 2034	Ooma, Inc.
6462US	14/034,457 (9386148)	Sep 23, 2013 (Jul 05, 2016)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Tobin E. Farrand, Kevin D. Snow, Dennis Peng	Second Maintenance Fee DUE Jan 05, 2024 Third Maintenance Fee DUE Jan 05, 2028 Patent EXPIRES Sep 23, 2033	Ooma, Inc.
6700US	14/318,630 (9426288)	Jun 28, 2014 (Aug 23, 2016)	Granted	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Tobin E. Farrand, Kevin D. Snow, Dennis Peng	Second Maintenance Fee DUE Feb 23, 2024 Third Maintenance Fee DUE Feb 23, 2028 Patent EXPIRES Sep 23, 2033	Ooma, Inc.

Ooma, Inc.
 Patent Status Summary as of 01/08/2021
 Carr & Ferrell LLP

Cell No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7496US	15/292,022 (10263918)	Oct 12, 2016 (Apr 16, 2019)	Granted	Local Fault Tolerance for Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	Broadening Reissue (FINAL: Optional) DUE Apr 16, 2021 First Maintenance Fee DUE Oct 16, 2022 Second Maintenance Fee DUE Oct 16, 2026 Third Maintenance Fee DUE Oct 16, 2030 Patent EXPIRES May 08, 2035	Ooma, Inc.
7001US	14/708,132 (9521069)	May 08, 2015 (Dec 13, 2016)	Granted	Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	Second Maintenance Fee DUE Jun 13, 2024 Third Maintenance Fee DUE Jun 13, 2028 Patent EXPIRES May 08, 2035	Ooma, Inc.

Ooma, Inc.
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Cdf No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
9141US	16/112,409 (10769931)	Aug 24, 2018 (Sep 08, 2020)	Granted	Network Jamming Detection and Remediation	David A. Bryan, Arvind Vasudev, William T. Krein	First Maintenance Fee DUE Mar 08, 2024 Second Maintenance Fee DUE Mar 08, 2028 Third Maintenance Fee DUE Mar 08, 2032 Patent EXPIRES May 20, 2034	Ooma, Inc.
7191US	14/879,329 (10116796)	Oct 09, 2015 (Oct 30, 2018)	Granted	Real-Time Communications-Based Internet Advertising	Tobin E. Farrand, James Im, William M. Gillon, Douglas E. Hart, David A. Bryan	First Maintenance Fee DUE Apr 30, 2022 Second Maintenance Fee DUE Apr 30, 2026 Third Maintenance Fee DUE Apr 30, 2030 Patent EXPIRES Oct 09, 2035	Ooma, Inc.

Ooma, Inc.
 Patent Status Summary as of 01/08/2021
 Carr & Ferrell LLP

Cliff No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
9166US	16/152,359 (10341490)	Oct 04, 2018 (Jul 02, 2019)	Granted	Real-Time Communications- Based Internet Advertising	Tobin E. Farrand, James Im, William M. Gillon, Douglas E. Hart, David A. Bryan	Broadening Reissue (FINAL: Optional) DUE Jul 02, 2021 First Maintenance Fee DUE Jan 02, 2023 Second Maintenance Fee DUE Jan 02, 2027 Third Maintenance Fee DUE Jan 02, 2031 Patent EXPIRES Oct 09, 2035	Ooma, Inc.
7497US	15/292,038 (10158584)	Oct 12, 2016 (Dec 18, 2018)	Granted	Remote Fault Tolerance for Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	First Maintenance Fee DUE Jun 18, 2022 Second Maintenance Fee DUE Jun 18, 2026 Third Maintenance Fee DUE Jun 18, 2030 Patent EXPIRES May 08, 2035	Ooma, Inc.

Ooma, Inc.
 Patent Status Summary as of 01/08/2021
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Cell No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7552US	15/369,655 (10255792)	Dec 05, 2016 (Apr 09, 2019)	Granted	Security Monitoring and Control	Tobin E. Farrand, William M. Gillon, Kevin D. Snow, William T. Krein, David A. Bryan	First Maintenance Fee DUE Oct 09, 2022 Second Maintenance Fee DUE Oct 09, 2026 Third Maintenance Fee DUE Oct 09, 2030 Patent EXPIRES May 20, 2034	Ooma, Inc.
9256US	16/296,058 (10818158)	Mar 07, 2019 (Oct 27, 2020)	Granted	Security Monitoring and Control	Tobin E. Farrand, William M. Gillon, Kevin D. Snow, William T. Krein, David A. Bryan	First Maintenance Fee DUE Apr 27, 2024 Second Maintenance Fee DUE Apr 27, 2028 Third Maintenance Fee DUE Apr 27, 2032 Patent EXPIRES May 20, 2034	Ooma, Inc.
6674CA	2949211 (2949211)	May 04, 2015 (Feb 26, 2019)	Granted	Security Monitoring and Control	Tobin E. Farrand, William M. Gillon, Kevin D. Snow, William T. Krein, David A. Bryan	Annuity DUE May 04, 2021 Patent EXPIRES May 04, 2035	Ooma, Inc.

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Cell No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
6674US	14/283,132 (9633547)	May 20, 2014 (Apr 25, 2017)	Granted	Security Monitoring and Control	Tobin E. Farrand, Kevin D. Snow, William M. Gillon, William T. Krein, David A. Bryan	Second Maintenance Fee DUE Oct 25, 2024 Third Maintenance Fee DUE Oct 25, 2028 Patent EXPIRES May 20, 2034	Ooma, Inc.
4254US	12/156,562 (10469556)	Jun 02, 2008 (Nov 05, 2019)	Granted	System and Method for Providing Audio Cues in Operation of a VoIP Service	Andrew Frame, Kelvin Cheung, Dennis Peng, Jeff Peck, Tobin E. Farrand	Broadening Reissue (FINAL: Optional) DUE Nov 05, 2021 First Maintenance Fee DUE May 05, 2023 Second Maintenance Fee DUE May 05, 2027 Third Maintenance Fee DUE May 05, 2031 Patent EXPIRES Dec 26, 2031	Ooma, Inc.

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 Carr & Ferrell LLP

Cliff No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
4523US	12/072,381 (8515021)	Feb 25, 2008 (Aug 20, 2013)	Granted	System and Method for Providing Personalized Reverse 911 Service	Tobin E. Farrand, William T. Krein, Jeff Peck	Second Maintenance Fee DUE Feb 20, 2021 Third Maintenance Fee DUE Feb 20, 2025 Patent EXPIRES Jan 26, 2031	Ooma, Inc.
4253US	12/214,756 (9225626)	Jun 20, 2008 (Dec 29, 2015)	Granted	System and Method for Providing Virtual Multiple Lines in a Communications System	Simon Capper, Dennis Peng, Jeff Peck	Second Maintenance Fee DUE Jun 29, 2023 Third Maintenance Fee DUE Jun 29, 2027 Patent EXPIRES Jan 28, 2031	Ooma, Inc.

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Case No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
9040US	16/175,726 (10872231)	Oct 30, 2018 (Dec 22, 2020)	Granted	Systems and Methods of Activity Based Recording for Camera Applications	Govind Vaidya, Shaival Shah, Behnam Nader	Broadening Reissue (FINAL: Optional) DUE Dec 22, 2022 First Maintenance Fee DUE Jun 22, 2024 Second Maintenance Fee DUE Jun 22, 2028 Third Maintenance Fee DUE Jun 22, 2032 Patent EXPIRES Oct 30, 2038	Ooma, Inc.
9039US	16/182,483	Nov 06, 2018	Filed	Activity Based Video Recording	Govind Vaidya, Shaival Shah	Expect Issue Notification DUE Mar 04, 2021 Expect Acceptance of Rule 312 Amendment DUE Mar 04, 2021	Ooma, Inc.
9535CA	3072813	Jun 03, 2015	Filed	Appliance Device Integration with Alarm Systems	David A. Bryan, Tobin E. Farrand, Douglas E. Hart	Annuity DUE Jun 03, 2021 Expect Examination Report / Check Status DUE Aug 18, 2021	Ooma, Inc.

Ooma, Inc.
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Cell No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
6730EP	15818258.4	Jun 03, 2015	Filed	Appliance Device Integration with Alarm Systems	David A. Bryan, Tobin E. Farrand, Douglas E. Hart	Expect Decision to Grant DUE May 04, 2021 Annuity DUE Jun 30, 2021	Ooma, Inc.
9332US	16/791,959	Feb 14, 2020	Filed	Cloud-Based Assistive Services for Use in Telecommunications and on Premise Devices	Tobin E. Farrand, Douglas E. Hart, David A. Bryan, William M. Gillon, Karl Osterlund, Arvind Vasudev, Thaddeus White	Expect Next Action / Check Status DUE Jan 29, 2021	Ooma, Inc.
9099US	15/974,308	May 08, 2018	Filed	Communications Hub	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	Expect Next Action / Check Status DUE Jan 13, 2021	Ooma, Inc.
9310US	16/553,166	Aug 27, 2019	Filed	Community Security Monitoring and Control	Tobin E. Farrand, William M. Gillon, Kevin D. Snow, William T. Krein, David A. Bryan	3 Month Response to Office Action DUE Mar 21, 2021 Response to Office Action with 3 Month Extension (FINAL) DUE Jun 21, 2021	Ooma, Inc.
9365US	16/731,934	Dec 31, 2019	Filed	Enhanced Multi Transport for Redundancy	Arvind Vasudev, Mac Gillon (incorrect), Vyacheslav Morozov, Egor Zyryanov, Daniel Furse, Tobin E. Farrand, Amir Shalif, Dean Nishkida, Suhas Joshi	Expect Notice of Publication DUE Jul 01, 2021	Ooma, Inc.

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Cdf No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
9119US	16/034,262	Jul 12, 2018	Filed	Gateway Address Spoofing for Alternate Network Utilization	William T. Krein, William M. Gillon, Tobin E. Farrand, David A. Bryan, Douglas E. Hart, Arvind Vasudev	Expect Issue Notification DUE Jan 16, 2021	Ooma, Inc.
9277US	16/457,815	Jun 28, 2019	Filed	Geofencing	Robert Mines, Aishin Charachedaghi, Thaddeus White, Alexander Ilin, Alexander Rusin, Anthony Hizon	312 Amendment After Allowance (FINAL); Must be filed before / with Issue Fee Payment) DUE Jan 23, 2021 Issue Fee (FINAL) DUE Jan 23, 2021	Ooma, Inc.
6462CA	2924631	Jun 30, 2014	Filed	Identifying and Filtering Incoming Telephone Calls to Enhance Privacy	Dennis Peng, Tobin E. Farrand, Kevin D. Snow	Expect Next Action / Check Status DUE Apr 28, 2021 Annuity DUE Jun 30, 2021	Ooma, Inc.
7001CA	2985353	May 03, 2016	Filed	Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	Request for Examination (FINAL) DUE May 03, 2021 Annuity DUE May 03, 2021	Ooma, Inc.

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Case No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7001EP	16/93194.8	May 03, 2016	Filed	Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	Expect Next Action / Check Status DUE Mar 16, 2021 Annuitiy DUE May 31, 2021	Ooma, Inc.
9211EP	19187593.9	May 03, 2016	Filed	Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	Annuitiy DUE May 31, 2021 Expect Decision to Grant DUE Jun 03, 2021	Ooma, Inc.
9559US	16/855,948	Apr 22, 2020	Filed	Network Jamming Detection and Remediation	David A. Bryan, Arvind Vasudev, William T. Krein	Awaiting USPTO Action	Ooma, Inc.
9303US	16/503,013	Jul 03, 2019	Filed	Securing Access to User Data Stored in a Cloud Computing Environment	Sunita Rajain, Shanundra Saha, Pashal Mehta	Awaiting USPTO Action	Ooma, Inc.
9605US	16/997,769	Aug 19, 2020	Filed	Security Monitoring and Control	Tobin E. Farrand, William M. Gillon, Kevin D. Snow, William T. Krein, David A. Bryan	Awaiting USPTO Action	Ooma, Inc.
9373US	16/820,503	Mar 16, 2020	Filed	Security Monitoring and Control Utilizing DECT Devices	Tobin E. Farrand, William M. Gillon, Kevin D. Snow, William T. Krein, David A. Bryan	Awaiting USPTO Action	Ooma, Inc.
6674EP	15/796148.3	May 04, 2015	Filed	Security Monitoring and Control	Tobin E. Farrand, Kevin D. Snow, William M. Gillon, William T. Krein, David A. Bryan	Response to Foreign Action DUE Apr 08, 2021 Annuitiy DUE May 31, 2021	Ooma, Inc.

Ooma, Inc.
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Cdf No.	Serial No. (Patent No.)	Filed (Issued)	Status	Title	Inventor(s)	Actions	Assignee
7717US	15/884,294	Jan 30, 2018	Filed	Server Based Intelligent Personal Assistant Services	Tobin E. Farrand, Douglas E. Hart, David A. Bryan, William M. Gillon, Karl Osterlund, Arvind Vasudev, Thaddeus White	Expect Next Action / Check Status DUE Feb 17, 2021	Ooma, Inc.
9514US	16/776,466	Jan 29, 2020	Filed	Systems and Methods for Provisioning Appliance Devices	David A. Bryan, Tobin E. Farrand, Douglas E. Hart	Awaiting USPTO Action	Ooma, Inc.
9572US	16/904,277	Jun 17, 2020	Filed	Systems and Methods of Communications Network Failure Detection and Remediation Utilizing Link Probes	Karl Osterlund, Tobin E. Farrand, William M. Gillon, David A. Bryan, Arvind Vasudev, Douglas E. Hart	Foreign Filing (FINAL) DUE Jun 17, 2021	Ooma, Inc.
6730UK	N/A	N/A	Docketed	Appliance Device Integration with Alarm Systems	David A. Bryan, Tobin E. Farrand, Douglas E. Hart	Docketed for filing	
9211UK	N/A	N/A	Docketed	Managing Alternative Networks for High Quality of Service Communications	William M. Gillon, Hai Lei, Tobin E. Farrand, David A. Bryan	Docketed for filing	

Case Summary with Inventors

Docket No.	Country	Application Type	Inventor(s)	Status	Application No.	Filed Date	Patent No.	Granted Date	Title
TALKP002	United States of America	Priority	Vadim Tsyganok	Granted	14/105,014	12/12/2013	9,280,413	03/08/2016	REDUNDANT ENCODING
TALKP002C1	United States of America	Continuation	Vadim Tsyganok	Granted	15/001,418	01/20/2016	9,600,355	03/21/2017	REDUNDANT ENCODING
TALKP002DE	Germany	Designated EP	Vadim Tsyganok	Granted	14870084.2	12/03/2014	602014060719.5	02/05/2020	REDUNDANT ENCODING
TALKP002EP	European	Designated PCT	Vadim Tsyganok	Granted	14870084.2	12/03/2014	3080915	02/05/2020	REDUNDANT ENCODING
TALKP002FR	France	Designated EP	Vadim Tsyganok	Granted	14870084.2	12/03/2014	3080915	02/05/2020	REDUNDANT ENCODING
TALKP002GB	United Kingdom	Designated EP	Vadim Tsyganok	Granted	14870084.2	12/03/2014	3080915	02/05/2020	REDUNDANT ENCODING
TALKP003	United States of America	Continuation-in-part	Vadim Tsyganok, William M. Gillon, Hai Lei, Tobin E. Farrand, David S. Rosen	Granted	14/626,837	02/19/2015	9,282,133	03/08/2016	COMMUNICATING CONTROL INFORMATION WITHIN A REAL-TIME STREAM

08/25/2020

EXHIBIT A
FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE LENDERS, IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE INTELLECTUAL PROPERTY SECURITY AGREEMENT (THE "AGREEMENT"), DATED AS OF JANUARY 8, 2021, EXECUTED BY OOMA, INC., A DELAWARE CORPORATION (THE "PLEDGOR"), IN FAVOR OF KEYBANK NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, AS THE ADMINISTRATIVE AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE "ADMINISTRATIVE AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF THE ADMINISTRATIVE AGENT CERTIFIES THAT AN EVENT OF DEFAULT, AS DEFINED IN THE AGREEMENT, HAS OCCURRED AND THAT THE ADMINISTRATIVE AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL, AS DEFINED BELOW, AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE OR THE UNITED STATES COPYRIGHT OFFICE, AS APPLICABLE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

KEYBANK NATIONAL ASSOCIATION
as the Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNMENT

WHEREAS, Ooma, Inc., a Delaware corporation (the “Pledgor”), is the owner of the Collateral, as hereinafter defined;

WHEREAS, the Pledgor has executed an Intellectual Property Security Agreement, dated as of January 8, 2021 (as the same may from time to time be amended, restated or otherwise modified, the “Agreement”), in favor of KeyBank National Association, a national banking association, as the Administrative Agent for the Lenders, as defined in the Agreement (together with its successors and assigns, the “Administrative Agent”), pursuant to which the Pledgor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in the Collateral as security for the Secured Obligations, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in the Collateral is effective as of the date of the Agreement; and

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence of an Event of Default, as defined in the Agreement, and the Administrative Agent’s election to take actual title to the Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto the Administrative Agent, for the benefit of the Lenders, and their respective successors, transferees and assigns, all of the Pledgor’s existing and future right, title and interest in, to and under (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names, and copyright registrations, whether federal, state or foreign; (b) common law trademark rights, copyrights, improvements and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses, whether registered or unregistered, and all other payments earned under contract rights, relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of the Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance, (whether or not the Administrative Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing (collectively, the “Collateral”), including, but not limited to, the Collateral listed on Schedule 1 hereto that is (i) registered in the United States Copyright Office in Washington, D.C., or (ii) registered in the United States Patent and Trademark Office in Alexandria, Virginia or that is the subject of pending applications in the United States Patent and Trademark Office.

This Assignment shall be effective only upon certification of an authorized officer of the Administrative Agent, as provided above, that (a) an Event of Default, as defined in the

Agreement, has occurred, and (b) the Administrative Agent, on behalf of the Lenders, has elected to take actual title to the Collateral.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on January 8, 2021.

OOMA, INC.

By: 

Ravi Narula
Chief Financial Officer

Signature Page to
Assignment

RECORDED: 01/11/2021

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