

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM624481

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900577942

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOTENNA, INC.		10/30/2020	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Eastward Fund Management, LLC
<b>Street Address:</b>	432 CHERRY STREET
<b>City:</b>	WEST NEWTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02465
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
<b>Registration Number:</b>	6108548	GOTENNA PRO EMBEDDED MODULE
<b>Serial Number:</b>	88135185	GOTENNA PRO DEPLOYMENT KIT
<b>Serial Number:</b>	88135156	GOTENNA PRO X DEPLOYMENT KIT
<b>Serial Number:</b>	88135140	GOTENNA PRO MANAGEMENT PORTAL
<b>Serial Number:</b>	88134946	GOTENNA PRO X
<b>Serial Number:</b>	88121513	GOTENNA PLUS
<b>Serial Number:</b>	87114584	GOTENNA PRO
<b>Serial Number:</b>	87114578	GOTENNA MESH
<b>Serial Number:</b>	86079944	GOTENNA

**CORRESPONDENCE DATA**

Fax Number: 2028427899

*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: 202-776-2046

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: WASHINGTON, D.C. 20004-2400

TRADEMARK

<b>ATTORNEY DOCKET NUMBER:</b>	318251-102
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	02/04/2021

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of October 30, 2020, by and between Eastward Fund Management, LLC (“Lender”) and goTenna, Inc. (“Grantor”).

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Effective Date (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). Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender 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 Lender 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 Lender 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 and any patents and patent applications claiming the priority benefit of 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, 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.

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 Lender.

3. Authorization. Grantor hereby authorizes Lender 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 Lender 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. Electronic Execution of Documents. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

7. 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.

8. 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 Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[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.

GRANTOR:

GOTENNA, INC.

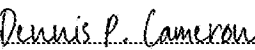
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By: Dennis Berdomo

Title: Chief Executive Officer

LENDER:

EASTWARD FUND MANAGEMENT, LLC

DocuSigned by:  


By: Dennis P. Cameron

Title: Authorized Person

EXHIBIT A

Copyrights

Description

Serial/  
Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

Patents

<u>Description</u>	<u>Serial/ Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GOTENNA 201 -- P/6231-2	14/210,841	Mar. 14, 2014
GOTENNA 202.1 – P/6231-4	14/659,067	Mar. 16, 2015
GOTENNA 202.2-P/6231-6	14/659,151	Mar. 16, 2015
GOTENNA 202.3-P/6231-8	15/694,369	Sept. 1, 2017



EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/ Registration/ Application Number</u>	<u>Registration/ Application Date</u>
GOTENNA PRO EMBEDDED MODULE	6108548	July 20, 2020
GOTENNA PRO DEPLOYMENT KIT	88135185	May 14, 2019
GOTENNA PRO X DEPLOYMENT KIT	88135156	Dec. 17, 2019
GOTENNA PRO MANAGEMENT PORTAL	88135140	May 14, 2019
GOTENNA PRO X	88134946	Nov. 26, 2019
GOTENNA PLUS	88121513	April 23, 2019
GOTENNA PRO	87114584	April 24, 2018
GOTENNA MESH	87114578	Oct. 24, 2017
GOTENNA	86079944	Oct. 21, 2014

EXHIBIT D

Mask Works

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
None		