

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM695797

<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>
KAJEET, INC.		12/17/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	3003 Tasman Drive		
<b>City:</b>	Santa Clara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90100201	KAJEET SMARTBUS	
<b>Serial Number:</b>	90100209	KAJEET SMARTBUS	
<b>Registration Number:</b>	6166843	SMARTSPOT	
<b>Registration Number:</b>	5154142	AIRLINK MOBILE	
<b>Registration Number:</b>	5045220	AIRLINK	
<b>Registration Number:</b>	4442817	SMARTSPOT	
<b>Registration Number:</b>	4431302	ARTERRA MOBILITY	
<b>Registration Number:</b>	4431300	ARTERRA	
<b>Registration Number:</b>	4337224	SENTINEL	
<b>Registration Number:</b>	3482334	KAJEET	
<b>Registration Number:</b>	3295560	KAJEET	
<b>Registration Number:</b>	3295561	KAJEET	
<b>Registration Number:</b>	3295562		
<b>Registration Number:</b>	3276257	KAJEET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2023704750		

OP \$365.00 90100201

**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Jennifer Tindie  
**Address Line 1:** 1025 Connecticut Ave., NW, Suite 712  
**Address Line 2:** COGENY GLOBAL INC.  
**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1552562 TM

**NAME OF SUBMITTER:** Diane Giacomozzi

**SIGNATURE:** /Diane Giacomozzi/

**DATE SIGNED:** 12/17/2021

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of December 17, 2021, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and KAJEET, INC., a Delaware corporation with its principal place of business located at 7901 Jones Branch Drive, Suite 350, McLean, Virginia 22102 ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the 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). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank 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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, Grantor grants and pledges to Bank 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 of 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 service mark 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.

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 Bank.

3. Authorization. Grantor hereby authorizes Bank 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 Bank 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York 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:

KAJEET, INC.

By: \_\_\_\_\_

Name: Guy E. Abramowitz

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By: \_\_\_\_\_

Name: Oliver Wym

Title: Vice President

{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:

KAJEET, INC.


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BANK:

SILICON VALLEY BANK

By:  \_\_\_\_\_

Name: Will Deevy

Title: Director

[Signature page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 007534 FRAME: 0544**

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Kane	VA0001397442	02/09/2007
Lottie	VA0001398726	02/09/2007
Obie	VA0001398724	02/09/2007
Skratch	VA0001398725	02/09/2007
Taffy	VA0001636319	08/15/2007
Tallulah	VA0001397441	02/09/2007
Zeo	VA0001400336	02/08/2007



EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
System and Methods for Managing the Utilization of a Communications Device	7,881,697	02/01/2011
Feature Management of a Communication Device	7,899,438	03/01/2011
System and Method for Managing the Utilization of a Communications Device	7,945,238	05/17/2011
System and Method for Managing the Utilization of an Electronic Device	8,078,140	12/13/2011
Feature Management of an Electronic Device	8,285,249	10/09/2012
Feature Management of a Communication Device	8,588,735	11/19/2013
Feature Management of a Communication Device	8,594,619	11/26/2013
Feature Management of a Communication Device	8,600,348	12/03/2013
Feature Management of a Communication Device	8,611,885	12/17/2013
Feature Management of a Communication Device	8,630,612	01/14/2014
Feature Management of a Communication Device	8,634,801	01/21/2014
Feature Management of a Communication Device	8,634,802	01/21/2014
Feature Management of a Communication Device	8,634,803	01/21/2014
Feature Management of a Communication Device	8,639,216	01/28/2014
Feature Management of a Communication Device	8,644,796	02/04/2014
Feature Management of a Communication Device	8,667,559	03/04/2014
Feature Management of a Communication Device	8,706,079	04/22/2014
Feature Management of a Communication Device	8,712,371	04/29/2014
Feature Management of a Communication Device	8,725,109	05/13/2014
Feature Management of a Communication Device	8,731,517	05/20/2014
Feature Management of a Communication Device	8,755,768	06/17/2014
Feature Management of a Communication Device	8,774,754	07/08/2014
Feature Management of a Communication Device	8,774,755	07/08/2014
Mobile Device Management	8,918,080	12/23/2014
Policy Management of Electronic Devices	8,929,857	01/06/2015
Feature Management of a Communication Device	8,995,952	03/31/2015
Mobile Device Management	9,125,057	09/01/2015
Feature Management of a Communication Device	9,137,386	09/15/2015
Master Limits and Filters for Electronic Devices	9,137,389	09/15/2015
Feature Management of a Communication Device	9,237,433	01/12/2016
Policy Management of Electronic Devices	10,009,480	06/26/2018
Selective Access Control to Mobile IP Network	10,057,300	08/21/2018
Feature Management of a Communication Device	10,285,025	05/07/2019
Platform for Enabling Users to Sign Up for Sponsored Functions on Computing Devices	10,313,532	06/04/2019
Feature Management of a Communication Device	10,555,140	02/04/2020
Feature Management of a Communication Device	10,694,346	06/23/2020

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Platform for Enabling Sponsors to Sponsor Functions of a Computing Device	10,757,267	08/25/2020
Selective Service Control to Mobile IP Network	10,826,950	11/03/2020
Platform for Enabling Sponsors to Sponsor Functions of a Computing Device	11,070,681	07/20/2021

EXHIBIT C

Trademarks

<u>Country</u>	<u>Description</u>	Registration/ (Application) <u>Number</u>	Registration/ (Application) <u>Date</u>
United States	KAJEET SMARTBUS	(90/100,201)	(08/07/2020)
United States	KAJEET SMARTBUS	(90/100,209)	(08/07/2020)
United States	SMARTSPOT	6,166,843	10/06/2020
United States	AIRLINK MOBILE	5,154,142	03/07/2017
United States	AIRLINK	5,045,220	09/20/2016
United States	SMARTSPOT	4,442,817	12/03/2013
United States	ARTERRA MOBILITY	4,431,302	11/12/2013
United States	ARTERRA	4,431,300	11/12/2013
United States	SENTINEL	4,337,224	05/21/2013
United States	KAJEET & Design	3,482,334	08/05/2008
United States	KAJEET (Stylized)	3,295,560	09/18/2007
United States	KAJEET & Design	3,295,561	09/18/2007
United States	Design Only	3,295,562	09/18/2007
United States	KAJEET	3,276,257	08/07/2007
Canada	KAJEET	(1995264)	(11/12/2019)
Mexico	Design Only	1006712	10/16/2007
Mexico	Design Only	1006713	10/16/2007
Mexico	KAJEET	1011743	11/16/2007
Mexico	KAJEET	1015848	11/30/2007
Mexico	KAJEET	1008970	10/29/2007
Mexico	Design Only	1001916	09/14/2007
Mexico	Design Only	1001917	09/14/2007
Mexico	Design Only	2001918	09/14/2007
Mexico	KAJEET 15	1001919	09/14/2007
Mexico	Design Only	1001920	09/14/2007
Mexico	K Design	999678	08/27/2007

<u>Country</u>	<u>Description</u>	Registration/ (Application) <u>Number</u>	Registration/ (Application) <u>Date</u>
Great Britain	KAJEET	UK00905905351	07/03/2008
European Union	KAJEET	59095351	07/03/2008

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

ny-2295495